



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, APRIL 24, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: Topgolf Site

City's Negotiators: Raul Alvarez, City Manager

Negotiating Party: Topgolf Montebello

Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CERTIFICATE OF RECOGNITION FOR ELIAS AGUILAR AND TYLER SANTOS**

3. **OATH OF OFFICE FOR YOUTH COMMISSIONER PHOENIX PEREZ**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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

and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

4. AUTHORIZE THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING NO. 24-03 WITH THE MONTEBELLO UNIFIED SCHOOL DISTRICT (MUSD) TO PARTNER WITH THEIR ADULT TRANSITION PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Memorandum of Understanding (MOU) No. 24-03 with the Montebello Unified School District (MUSD) to partner with their Adult Transition Program; and
2. Take such additional, related action that may be desirable.

5. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS AND COMPANY FOR SURVEY OF THE FENCE ON BLUFF ROAD BETWEEN WASHINGTON BOULEVARD AND MINES AVENUE AND WASHINGTON BOULEVARD AND AT&SF RAILROAD RIGHT-OF-WAY

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3999 between the City of Montebello and Mark Thomas and Company for survey on Bluff Road between Washington Boulevard and Mines Avenue and Washington Boulevard and AT&SF railroad right-of-way for a not-to-exceed amount of \$169,000; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$169,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Engineering Design Services); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

6. AUTHORIZE EXECUTION OF THE SLAUSON AVENUE COMPLETE STREETS STUDY IMPLEMENTATION AGREEMENT NO. 4197 BETWEEN THE CITY OF MONTEBELLO AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize execution of the Slauson Avenue Complete Streets Study Implementation Agreement between the City of Montebello and the Gateway Cities Council of Governments; and
2. Authorize payment of the City's contribution for the not-to-exceed amount of \$1,218 payable from Account No. 220-30-330-6040.95 (Measure R, Public Works, Engineering, Contract Services Other Professional Services); and
3. Take such additional, related action that may be desirable.

7. ADOPT RESOLUTION NO. 24-25 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1060 S. GREENWOOD AVE, TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No.24-25 (Attachment B) granting an easement on City-owned land, 1060 S Greenwood Ave., to Southern California Edison Company (SCE) for electrical utility purposes; and,
2. Authorize the City Manager or his designee, to sign the Grant of the easement to Southern California Edison (SCE) on behalf of the City; and
3. Take such additional, related action that may be desirable.

8. **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) NO. 24-04 BETWEEN THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AND THE CITY OF MONTEBELLO FOR SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE, AND FOR NOTIFICATION FROM THE CITY TO THE DISTRICT OF ANY FUTURE MODIFICATIONS TO THE EXISTING RECYCLED WATER SYSTEM**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Memorandum of Understanding (MOU) No. 24-04 between the Central Basin Municipal Water District and the City of Montebello for supplying recycled water to the Montebello Golf Course, and for notification from the City of Montebello to the District of any future modifications to the existing recycled water system; and
2. Take such additional, related action that may be desirable.

9. **APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC FOR A ONE YEAR EXTENSION**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension and increase the annual not-to-exceed amount from \$45,000 to \$50,000; 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.

10. **APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC INC.**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3861 between the City of Montebello and Graphic Electric to increase the annual not-to-exceed amount from \$45,000 to \$70,000 and add "Section 2 Term" to the agreement indicating an initial expiration date of June 30, 2025; 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.

11. **ADOPT ORDINANCE NO. 2474 APPROVING THE DOWNTOWN MONTEBELLO SPECIFIC PLAN AND ZONE CHANGE**

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map; and
2. Take such additional, related action that may be desirable.

12. **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4196 FOR SUMMER FOOD SERVICE PROGRAM PROVIDER (RFQ 24-1)**

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4196 to School Nutrition Plus in an amount not-to-exceed One Hundred Thousand Dollars (\$100,000) annually for Summer Food Service Program Provider; and
2. Authorize the City Manager to execute the agreement on behalf of the City; and

3. Take such additional, related action that may be desirable.

13. APPROVE ACQUISITION OF TWO FIRE PUMPER ENGINES AND RELATED RESCUE EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the purchase of two (2) Fire Pumper Engines using the pre-bid Sourcwell contract based off Request for Proposal #113021; and,
2. Authorize the City Manager to execute an agreement with Kovatch Mobile Equipment Corporation (KME Fire Apparatus), in a not-to-exceed amount of \$2,387,573 for the purchase and equipping/outfitting of two (2) KME Severe Service Pumpers (Fire Engines); and
3. Find that the use of the pre-bid Sourcwell contract #113021 conforms with Montebello Municipal Code Chapter 3.20.050 (F), Cooperative Purchase; and
4. Approve the surplus of unneeded fire engines and any associated equipment currently used as reserve apparatus; and
5. Take such additional, related actions necessary to effectively and efficiently procure the two (2) Severe Service pumpers (Fire Engines) and required Rescue Equipment from KME Fire Apparatus

14. APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- LOCAL SOLICITATION FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation, in the amount of \$16,491; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by \$16,491, in (Expenditure) Account No. 240-8055-800-5010.10, \$6,000, -6010.10, \$5,000, 6000.20, \$5,491 (JAG, JAG Program Funds, Overtime, Equipment, Supplies), and \$16,491 in (Revenue) Account 240-99-4198 (JAG, JAG Program Funds, Miscellaneous Grants); and,
3. Take such additional, related action that may be desirable.

15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-27 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 24, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-27 approving the Warrant Register dated April 24, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

- **Scarlet Peralta, Mayor**

1. **Mayor Scarlet Peralta and The Montebello Mom Walk Collective Present: Mother's Day Brunch and Mariachi Serenata May 11th starting at 11 AM - RSVP at scarletmtb.com/mom**
2. **Code for Official Tree Species List designating specific native trees which may be planted within the city.**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 8, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, April 21, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 4

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING NO. 24-03 WITH THE MONTEBELLO UNIFIED SCHOOL DISTRICT (MUSD) TO PARTNER WITH THEIR ADULT TRANSITION PROGRAM

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager to execute Memorandum of Understanding (MOU) No. 24-03 with the Montebello Unified School District (MUSD) to partner with their Adult Transition Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to the City entering into a Memorandum of Understanding ("MOU") with the Montebello Unified School District ("MUSD") for participation as a host site to facilitate MUSD's Adult Transition Program ("Program") . Within regular operating hours, the City will benefit from labor provided by students under the supervision of MUSD personnel at no cost to the City. MUSD staff will supervise Program participants in servicing, maintaining, and/or improving the facilities through occupational instruction and training appropriate at such Facilities (on-the-job training and experience) at no cost to the City, so long as MUSD strictly complies with this MOU.

BACKGROUND/DISCUSSION:

In 2019-2020, the City of Montebello served as a host site for MUSD's Adult Transition Program. Under this program, MUSD was able to send students from the Program to

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

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volunteer and work at City facilities at the sole expense and under supervision by MUSD. Under the previous Agreement (Agreement No. 3511), participants from the Program assisted with landscaping at City parks, park clean-up and general facility operation and light maintenance at the Sr. Citizen Center and Cathy Hensel Youth Center.

The proposed MOU provides the City with the opportunity to once again partner with MUSD and provide students from their Program with occupational instruction and training appropriate at City facilities. This potential partnership will garner public benefit through offering vital on-the-job training and experience to MUSD students at no cost to the City.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City of Montebello is proposing to enter into an MOU with MUSD to participate as a host site for the Program. Under this Program, eligible students will be able to gain valuable work experience at City facilities.

Participation of students under the Program is contingent on their enrollment and approval as official City volunteers. This process includes a volunteer application and a background check for all volunteers. Students that clear the background and volunteer onboarding process will be scheduled to work at City facilities at the sole discretion, scheduling and staff availability of the City.

In the MOU staff have identified this Program as mutually beneficial and thus will not charge MUSD for access to facilities to provide the Program. All use of facilities will be at the approval of the City and will only be authorized during regular operational hours. MUSD will not receive any financial support or payment of any kind from the City beyond the granted permission to use Montebello's facilities. Under the terms of the MOU, MUSD is solely responsible for providing all staff, either paid or volunteer, to properly supervise and ensure the safety of all Program participants.

SUMMARY:

The City Council will consider entering into an MOU with MUSD to participate in the Adult Transition Program and take any, such, additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - MOU 24-03

NEXT STEPS:

N/A

CITY OF MONTEBELLO

MEMORANDUM OF UNDERSTANDING NO. 24-03
BY AND BETWEEN
THE CITY OF MONTEBELLO AND
MONTEBELLO UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into as of the 24th day of April , 2024, by and between the City of Montebello, a California municipal corporation ("Montebello"), and the Montebello Unified School District ("MUSD"). The capitalized term "Party" or "Parties" may refer to Montebello or MUSD interchangeably and/or collectively, as appropriate.

RECITALS

WHEREAS, Montebello is the owner and/or operator of certain real properties known as Montebello City Park, Chet Holifield Park, Reggie Rodriguez Park, Ashiya Park, Grant Rea Park, Sanchez Adobe Park, Potrero Heights Park, Henry Acuna Park, Northside Mini Park and Taylor Ranch Park ("Facilities"); and

WHEREAS, MUSD desires to use the Facilities for the purposes of MUSD's Adult Transition Program ("Program"); and

WHEREAS, Montebello and MUSD desire to enter this MOU to set forth the responsibilities of each party regarding the use of the Facilities.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. Term. The term of this MOU shall commence on April 24, 2024 ("Effective Date"), and expire on April 24, 2025, or upon the earlier termination of MUSD's use of the Facilities, whichever comes first ("Termination Date"). This Agreement may be extended for up to two (2) one-year terms upon such terms and conditions mutually agreed upon by the Parties in writing.

2. Duties and Rights of Montebello.

(a) Montebello shall permit non-exclusive use of the Facilities during normal park operating hours from 7:00 a.m. to 10:00 p.m. for the purpose of MUSD's Program. Hours of use of the Facilities will be established by mutual agreement by Montebello and MUSD. Requests for other Montebello facilities for purposes of conducting the Program, not listed

MEMORANDUM OF UNDERSTANDING NO. 24-03

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herein, may be submitted to Montebello and may be granted on an “as available” basis. Montebello program needs and prior permits will take priority over such special requests.

(b) Montebello shall waive all applicable rental fees for use of the Facilities during the dates and times requested by MUSD.

(c) Montebello shall coordinate, manage and schedule use of the Facilities as requested by MUSD.

(d) Montebello shall make reasonable efforts to accommodate use of the Facilities as requested by MUSD; provided the Facilities are available, operational and accessible during the dates and times requested.

(e) Montebello reserves the right at its sole discretion to revoke, suspend, or limit the use of the Facilities previously granted after providing reasonable notice to MUSD for any reason, including but not limited to breach of any covenant contained in this MOU by MUSD. Montebello is not liable for any costs or expense incurred by MUSD related to or arising from Montebello’s revocation, suspension or limitation of the use of the Facilities.

3. Duties of MUSD. In consideration of Montebello’s grant of the use of the Facilities and the obligations set forth in Section 2 above, MUSD agrees to the following:

(a) MUSD staff will supervise Program participants in servicing, maintaining, and/or improving the Facilities through occupational instruction and training appropriate at such Facilities (on-the-job training and experience) at no cost to Montebello, so long as MUSD strictly complies with this MOU.

(b) MUSD shall conduct and perform its Program at the Facilities with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Program is performed so as to ensure that all MUSD actions performed under the MOU are correct and appropriate for the purposes contemplated in this MOU. This MOU only grants MUSD use of Facilities for purposes of, and as limited to, the Program contemplated herein.

MEMORANDUM OF UNDERSTANDING NO. 24-03

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(c) MUSD agrees to create, perform and conduct the Program at its sole expense and agrees that it has adequate resources to do so. MUSD hereby agrees that it will not receive any financial support or payment of any kind from Montebello beyond the granted permission to use Montebello's Facilities.

(d) MUSD hereby agrees that it shall be solely responsible to ensure that their staff, participants, volunteers and other individuals associated with MUSD and/or its Program will comply with all Montebello policies, procedures, rules and all directions provided by Montebello staff. MUSD shall comply with all federal, state, and local laws, including but not limited to all labor and safety laws.

(e) MUSD hereby agrees that it is solely responsible for providing all staff, either paid or volunteer, to properly supervise MUSD's use of the Facilities and ensure the safety of all Program participants.

(f) MUSD is solely responsible for determining that any and all Facilities are safe and appropriate for their planned use or activity. MUSD is solely responsible for leaving any and all the Facilities used in a clean and orderly manner, and shall return any and all Facilities to the condition present immediately prior to each respective use.

4. Indemnification. To the fullest extent permitted by law, the Parties agree to save, indemnify and hold harmless each other from any and all liability, claims, suits, or actions for any injury or death of any person, or for loss or damage to property (collectively, "Liabilities"), arising out of MUSD's use of the Facilities or the performance of this MOU, and attributable to the fault of the other party; except for Liabilities arising from the sole negligence or willful acts of one Party. Following a determination of the percentage of fault and/or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this MOU for the percentage of liability determined.

The obligations under this Section shall survive the expiration or early termination of this MOU.

5. Payment of Damages. MUSD shall refrain from negligently or intentionally causing damage to the Facilities. MUSD agrees to pay all costs of repair or replacement for any and all damages caused by the acts of its staff or Program participants which occur during the use of the Facilities which are outside the normal wear and tear.

MEMORANDUM OF UNDERSTANDING NO. 24-03

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6. Liability Insurance. During the term of this MOU and prior to any use of Facilities, MUSD shall, at its own expense, procure and maintain any required insurance policies of the type, amounts, terms and conditions required by Montebello, and shall name Montebello as "Additional Insured" under such policies. Evidence of the procurement of any such insurance policies must be provided to Montebello prior to any use of the Facilities. Any insurance coverage obtained by MUSD shall not impair MUSD's obligations under Section 4 of this MOU.

Proof of Insurance shall be sent via electronic mail (email) to the City of Montebello: dsosnowski@cityofmontebello.com to the attention of David Sosnowski.

7. Release and Waiver. In exchange for the grant of permission by Montebello to use the Facilities, MUSD hereby expressly releases, discharges, and agrees not to sue Montebello for any and all claims arising out of or in any way related to MUSD's use of the Facilities or obligations under this MOU.

8. Assignment. MUSD shall not assign or otherwise transfer this MOU or the grant of uses of the Facilities under this MOU, or any other rights provided by Montebello under this MOU, without the prior express written consent of Montebello.

9. Termination. The Parties shall have the right to terminate the MOU with ten (10) business days' prior written notice to the other party.

10. Relationship. Nothing in this MOU shall be construed as creating a partnership, employment, joint venture, principal agent, or any other relationship between the Parties.

11. Notices. Any notices required under this MOU shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing):

MONTEBELLO:

Attn: David Sosnowski
Director of Recreation & Community Services
City of Montebello
1600 W Beverly Blvd.

Montebello, California 90640

MUSD:

Montebello Unified School District
123 S Montebello Blvd.
Montebello, CA 90640
Ung_jadene@montebello.k12.ca.us

12. Warranty

MUSD affirms and acknowledges that it has received independent legal advice from its attorneys with respect to this MOU or has been provided with an opportunity to receive independent legal advice. MUSD also affirms and acknowledges that it has carefully read through the provisions of the MOU and understands its contents, including the waivers and releases provided herein, and freely and voluntarily agrees to abide by and be bound by the terms of this MOU.

13. Governing Law and Venue. This MOU and all matters relating to it shall be governed by the laws of the State of California and any disputes or actions regarding this MOU shall be brought in a court of competent jurisdiction in the County of Los Angeles in the State of California.

14. Non-Discrimination. MUSD shall not discriminate against any participant, employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation to the extent allowed by applicable law.

15. Severability. Should any provision of this MOU be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall remain in full force and effect.

16. Entire Agreement. All documents referenced as exhibits in this MOU are hereby incorporated in this MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of any document incorporated herein by reference, the provisions of this MOU shall prevail to the extent necessary to resolve the discrepancy. No verbal or implied representations shall be considered to be part of this MOU.

17. Amendments. Amendments to this MOU shall be effective and binding only if made in writing and executed by the Parties.

MEMORANDUM OF UNDERSTANDING NO. 24-03

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18. Counterparts. This MOU may be signed in any one or more counterparts all of which taken together shall be but one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

MEMORANDUM OF UNDERSTANDING NO. 24-03

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding on the Effective Date set forth above.

CITY OF MONTEBELLO, a California
municipal corporation
(**"MONTEBLLO"**)

MONTEBELLO UNIFIED SCHOOL DISTRICT
(**"MUSD"**)

Raul Alvarez,
City Manager

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney



ITEM # 5

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS AND COMPANY FOR SURVEY OF THE FENCE ON BLUFF ROAD BETWEEN WASHINGTON BOULEVARD AND MINES AVENUE AND WASHINGTON BOULEVARD AND AT&SF RAILROAD RIGHT-OF-WAY

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3999 between the City of Montebello and Mark Thomas and Company for survey on Bluff Road between Washington Boulevard and Mines Avenue and Washington Boulevard and AT&SF railroad right-of-way for a not-to-exceed amount of \$169,000; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$169,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Engineering Design Services); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

In May 2021, the City was contacted by State Senator Bob Archuleta's office regarding an opportunity to receive grant funding for a construction project. Staff identified the replacement of the boundary fencing for the Rio Hondo Coastal Spreading Grounds along Bluff Road between Mines Avenue and Sycamore Street as an eligible project for the funding. The City is the recipient of \$935,000 in grant funds from the Senator's office, which will be applied to the construction of the project as a reimbursable expense. Therefore, the City has not received any funding as a result of the grant.

Mark Thomas and Company (Mark Thomas) executed Master Retainer Agreement No. 3999 with the City, whereby the total aggregate sum of all engagement letters executed under the agreement shall not exceed \$2.0 million. The City solicited a cost proposal from Mark Thomas for a survey on Bluff Road between Washington Boulevard and Mines Avenue and Washington Boulevard and AT&SF railroad right-of-way for a not-to-exceed amount of \$169,000. The recommended action includes amending the Fiscal Year 2023-24 budget by increasing appropriations by \$169,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Engineering Design Services).

BACKGROUND/DISCUSSION:

At the regularly scheduled City Council meeting of November 10, 2021, the City Council adopted Resolution No. 21-89 approving the application for Specified Grant Funds in the amount of \$935,000 from the State Department of Parks and Recreation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project.

The City executed Contract No. C5054045 with the State of California Natural Resources Agency Department of Parks and Recreation on February 7, 2022. The contract had a due date to complete the project of June 30, 2024. Due to unforeseen ownership concerns pertaining to private ownership of segments of the right-of-way, the project was postponed while staff conducted land-ownership research on the matter. Staff executed Amendment No. 1 to Contract No. C5054045 on April 19, 2023 in order to extend the project completion date to June 30, 2028.

The existing fencing is the property of the Los Angeles County Flood Control District and is maintained by the Los Angeles County Department of Public Works. It consists mostly of a dilapidated chain link fence. The project proposes the replacement of the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the community.

Mark Thomas is one of the City's bench list consultants highly qualified in providing land surveying. The total project length is approximately 8,500 feet. Mark Thomas shall research parcel ownership and determine the best course of action for the following Assessor Parcel Numbers (APN):

- 6348-013-001
- 6348-014-001
- 6348-014-002
- 6348-014-003

A Record of Survey will be completed to demonstrate the boundaries of the four above-mentioned APN's, the centerline and right-of-way of Bluff Road and the westerly line of the Los Angeles County Flood Control right-of-way for the Rio Hondo spreading grounds. The survey is scheduled for delivery within 10 weeks from the execution of the letter of engagement.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

Page 3 of 3

Soon thereafter, staff will discuss potential acquisition of remnant private property parcels located within the public right-of-way, which is utilized for roadway purposes. Staff shall seek City Council authorization to coordinate internally and seek acquisition of parcels for right-of-way purposes and subsequently solicit construction bids for the wrought iron fence. The following is a tentative timeline of specific events:

Tasks	Timeline
Commence Survey	May 2024
Complete Survey	Mid-July 2024
City Council authorization for land acquisition*	August 2024-December 2024
City Council authorization to solicit bids for construction of the wrought iron fence	January 2025
Open Construction Bids	February 2025
City Council award construction contract	March 2025
Commence Construction	April/May 2025
Complete Construction	November 2025

* Contingent upon the need to acquire right-of-way for ingress and egress of land acquisition

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of this request, staff will continue coordinating with Mark Thomas to commence and complete the task order. In addition, the recommended action will amend the FY 2023-24 budget by increasing appropriations by \$169,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Engineering Design Services).

ATTACHMENT(S)

1. Attachment A - Letter of Engagement

NEXT STEPS:

N/A

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: Bluff Road Property Determination Survey Scope
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 14**

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage Mark Thomas and Company (the “Consultant”) to include an existing fence survey, boundary determination and street/flood control right of way establishment in support of a fencing project along Bluff Road within two segments:

- Segment 1 is between Washington Boulevard and Mines Avenue; approximately 4,500 feet.
- Segment 2 is between Washington Boulevard and the AT&SF railroad right of way; approximately 4,000 feet southerly.

This service shall be provided pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

Mark Thomas and Company
(the “Consultant”)

By: _____
Raul Alvarez, City Manager

By: _____

ATTACHMENTS:

1. Exhibit A – Scope of Services and Fee Schedule



April 1, 2024

Ms. Rita Montalvo, PE
Deputy Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

**Subject: Request for Letter of Engagement
Bluff Road Fence Survey, Property Determination and Record of Survey**

Dear Rita:

The City has requested services that include an existing fence survey, boundary determination and street/flood control right of way establishment in support of a fencing project along Bluff Road within two segments. Segment 1 is between Washington Blvd. and Mines Avenue, approximately 4,500 feet. Segment 2 is between Washington Blvd. and the AT&SF railroad right of way approximately 4,000 feet southerly. The total project length is approximately 8,500 feet, see Figure A below for project limits.

Parcels requiring determination include APN No's:

6348-013-001 (See Figure B below)
6348-014-001 Lopez (See Figure C below)
6348-014-002 Sanchez (See Figure C below)
6348-014-003 Litz (See Figure C below)

Our scope of services for this work includes:

Task 1 – Management, Research and Reconnaissance

Research for Segments 1 and 2 will be performed at the City and County for survey and flood control records. For the parcels requiring boundary determination, some research has been conducted and Preliminary Title Reports (PTR's) have been provided for APN's:

6348-013-901 City
6348-013-902 City
6348-014-901 City
6348-014-001 Lopez
6348-014-002 Sanchez
6348-014-003 Litz

We will assess the need to order one additional PTR to include APN 6348-013-001 once our research is complete. The available research and PTR's will be thoroughly reviewed to understand which lines and points will need to be established in the field. Monument search locations will be determined based on an analysis of the PTR's and available research. A \$1300 allowance is included for the one additional PTR in this proposal.



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

Task 2 – Field Work

Field crews will mobilize to the site to search for, recover and locate the monuments needed for the establishment of the relevant land net parcel lines, centerline and right of way of Bluff Road and westerly line of the Rio Hondo spreading grounds right of way. A combination of GPS and conventional surveys will be used to locate the monuments found during the course of the survey. Existing improvements such as curb lines and fences will also be tied into the survey for comparison during boundary analysis. Survey control, field located features and monuments will be tied to NAD 83, Zone 5 California State Plane Coordinates.

Task 3 – Fence Survey

To facilitate future fence construction and to record the location of the existing fence, field crews will locate the existing fence to be replaced between Bluff Road and the Rio Hondo Spreading Grounds within Segments 1 and 2. Fence angle points and points at 100-foot intervals on straight tangents will be located.

Task 4 – Boundary Determination

Parcels APN 6348-013-001, 6348-014-001, 6348-014-002 and 6348-014-003 lie adjacent to and across the improved Bluff Road from adjacent residential properties. Work under this task is to determine the limits of private ownership in an area that appears to be in between the easterly right of way of Bluff Road and the westerly flood control right of way for the Rio Hondo spreading grounds.

The centerline and right of way of Bluff Road and the westerly flood control R/W will be established within Segments 1 and 2 as part of this scope. These lines are being requested to understand the location of the existing fence relative to these various boundary lines and to facilitate the construction of a replacement fence along the easterly side of Bluff Road.

The lines established on this survey will be reflected on a Record of Survey to be filed at the LA County Surveyor's office. At this time, no new monuments are included in this proposal until the boundary determination work is complete. New monuments, if needed, will be set and shown on the same Record of Survey under a separate scope and fee estimate.

Once the fieldwork is complete, office surveyors will reduce, adjust and process the field data into a coordinate database. Boundary lines will be analyzed based on a combination of found monument locations and available research gathered in Tasks 1 and 2. The boundaries described in the above PTR's will be established and calculated into a CAD drawing for use on the Record of Survey.

Once the determination is complete, we will meet with the City to review our findings. At that point, we will discuss any additional work that may be needed to further clarify the situation and if any new monuments should be set to mark established boundary lines.



Task 5 – Record of Survey

Once we agree on the contents of the Record of Survey, we will prepare the map and submit to the LA County Surveyor for review. For the purposes of this proposal, the Record of Survey will show the boundaries of the four above APN's, the centerline and R/W of Bluff Road and the westerly line of the LA County Flood Control right of way for the Rio Hondo spreading grounds within Segments 1 and 2. We anticipate one round of review comments from the County. We anticipate a 4-sheet survey to include one cover sheet, two mapping sheets and one sheet for details. Filing fee allowance of \$1500 has been included for the Record of Survey.

Figure A – Project Limits

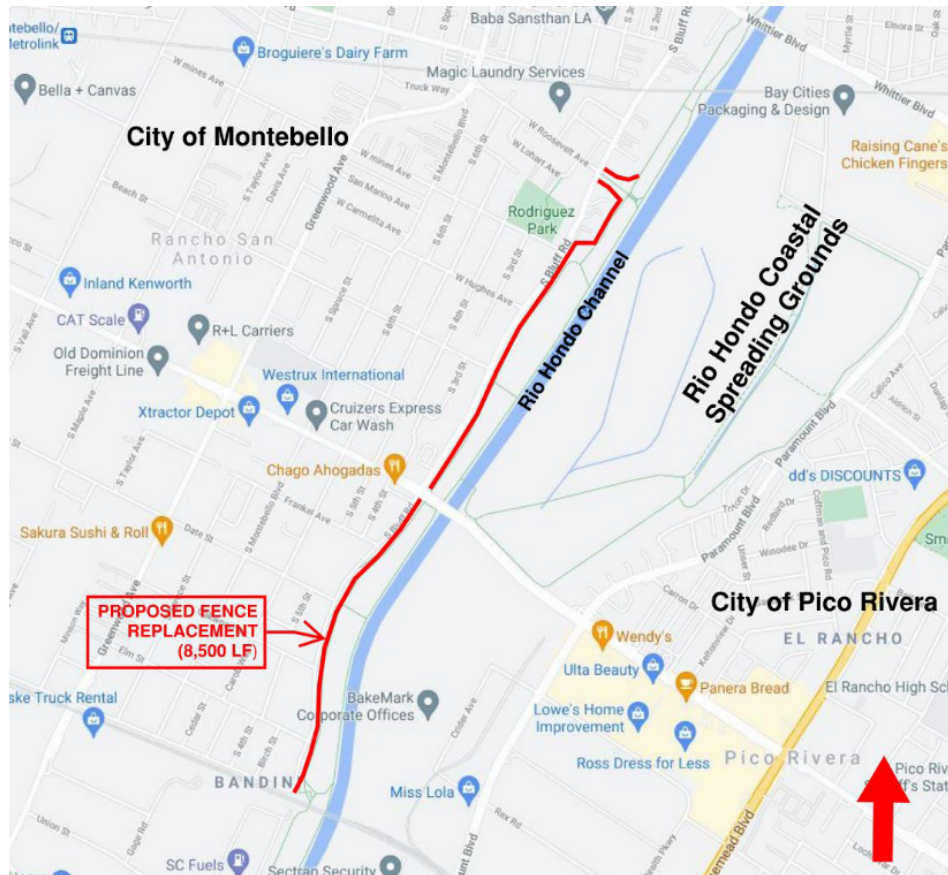


Figure B

6348	13	SCALE 1" = 200'	TRA 7965	OFFICE OF ASSESSOR COUNTY OF LOS ANGELES
		P.A. 1320-13		

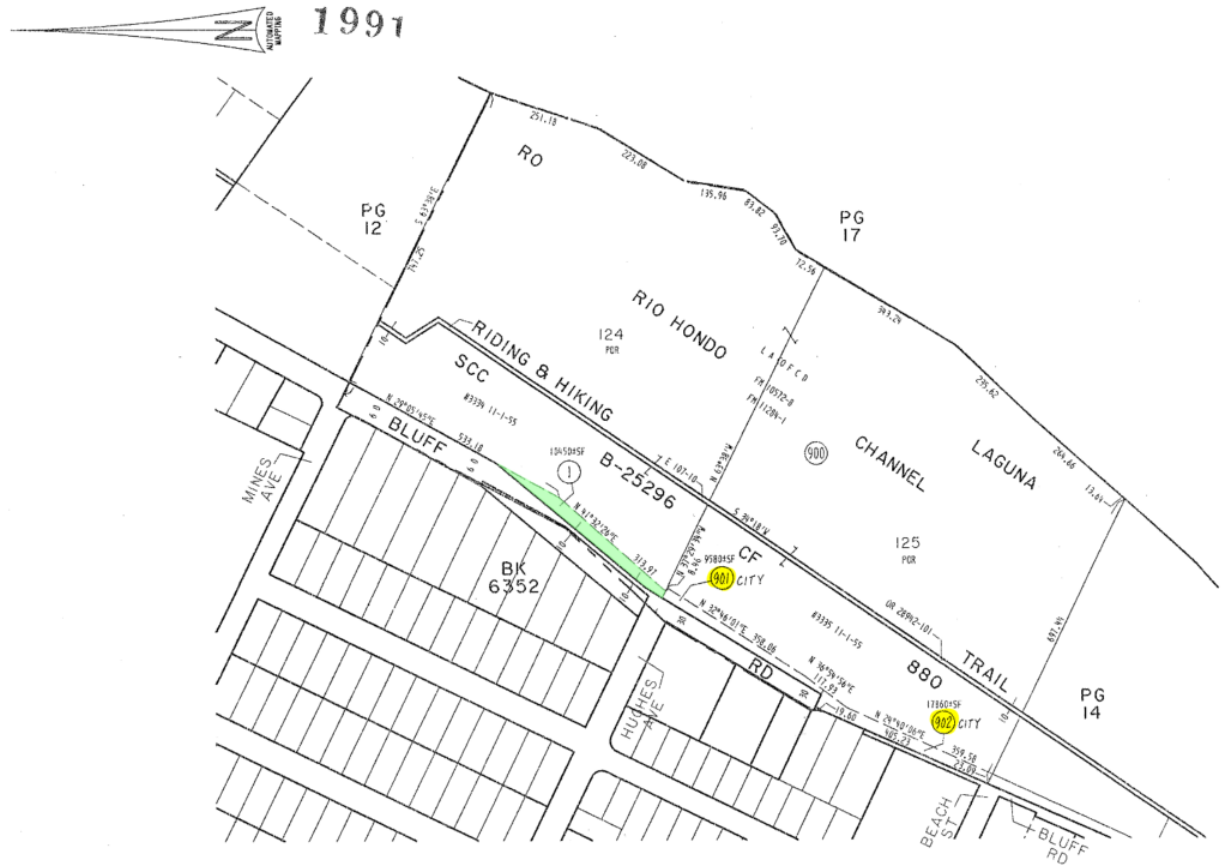
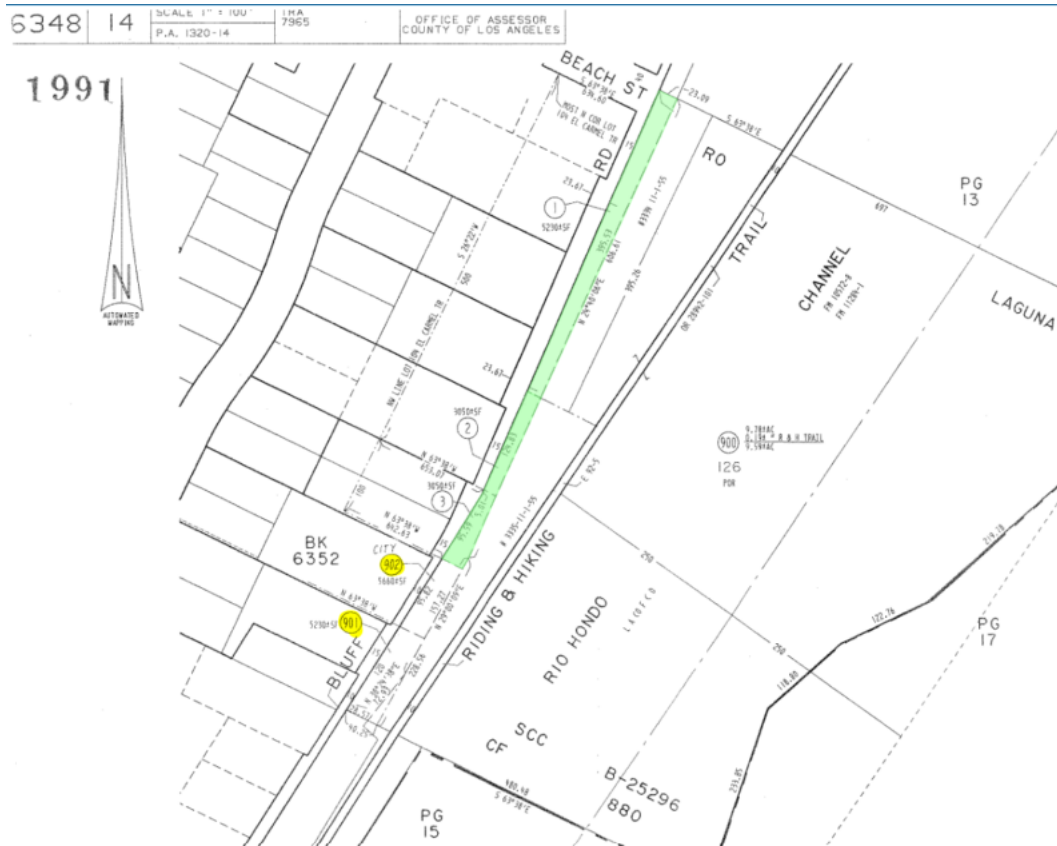


Figure C



Budget

There is a level of uncertainty with the outcome of this survey until the field and office work is completed. As work progresses, we will keep the city updated of our progress and budget spend via monthly progress reports.

Our estimated budget based on the background and information we have in hand at this time is \$169,000. The work will be performed on a time-and-materials basis according to our existing contract. We will not exceed this estimated budget without your prior approval.



Schedule

We will complete this task within 8-10 weeks from receipt of notice to proceed to first submittal to the County. The schedule for final filing of the Record of Survey will be based on County review schedule and turnaround times.

Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or via email at psomerville@markthomas.com.

Sincerely,

MARK THOMAS



Pat Somerville, PE
Project Manager



**MARK
THOMAS**

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.



ITEM # 6

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: AUTHORIZE EXECUTION OF THE SLAUSON AVENUE COMPLETE STREETS STUDY IMPLEMENTATION AGREEMENT NO. 4197 BETWEEN THE CITY OF MONTEBELLO AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize execution of the Slauson Avenue Complete Streets Study Implementation Agreement between the City of Montebello and the Gateway Cities Council of Governments; and
2. Authorize payment of the City's contribution for the not-to-exceed amount of \$1,218 payable from Account No. 220-30-330-6040.95 (Measure R, Public Works, Engineering, Contract Services Other Professional Services); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Gateway Cities Council of Governments (COG) provided the cities and County with an estimated cost to perform a complete streets study on Slauson Avenue. The study, which is expected to take one year to complete, is approximately \$185,100. The study will be partially funded by the participating agencies under a formula based on the linear miles of the Slauson Avenue Street frontage. The remaining portion of the project is paid for by the Los Angeles County Metropolitan Transportation Agency (Metro).

Each of the participating agencies will sign an Implementation Agreement with the COG and is attached to this report and includes the respective assessments to be paid by the participating agencies (Attachment A). The City's share is \$1,218 and will be paid utilizing

Measure R funding (Fund 220).

BACKGROUND/DISCUSSION:

The Gateway Cities Strategic Transportation Plan includes a Master Plan for Arterial Highways chapter which incorporates the “Complete Streets” concept. Complete streets are designed to maximize the efficiency of not only automobile, truck, and bus traffic, but also bicycle and pedestrian traffic.

Slauson Avenue is high-priority, high-quality transit arterial within the Gateway Cities region. It is a major east-west travel corridor through the Gateway Cities subregion, located at Santa Fe Springs Road in the cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park, for a total of 12.34 miles. The Slauson Avenue Corridor connects the cities of Santa Fe Springs, Whittier, Unincorporated Los Angeles County, Pico Rivera, Montebello, Commerce, Bell, Maywood, Huntington Park, and Vernon. Staff from these agencies have met to discuss advancing the study of Slauson Avenue as a “complete street,” subject to local conditions and preferences. A plan would put the corridor in line for construction funding opportunities that individual cities or a consortium of cities along the corridor could pursue.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize the City Manager to execute the agreement in a final form approved by the City Attorney’s Office. Upon Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Implementation Agreement

NEXT STEPS:

N/A

**SLAUSON AVENUE COMPLETE STREET STUDY
IMPLEMENTATION AGREEMENT NO. 4197
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF MONTEBELLO**

THIS SLAUSON AVENUE COMPLETE STREET STUDY IMPLEMENTATION AGREEMENT ("Agreement") is made and entered as of the 24th day of April, 2024, by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG") and the City of Montebello, a California municipal corporation ("City"), individually a "Party" and collectively, the "Parties".

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Findings. This Agreement is made and entered into with respect to the following facts:

- (a) Slauson Avenue is a major east/west arterial corridor through the Gateway Cities subregion from Santa Fe Springs Road in the Cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park for a total of 12.34 miles.
- (b) Slauson Avenue carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710, I-605, and I-5 freeways, which it crosses at varying points.
- (c) The City, along with other agencies through which the Slauson Avenue Corridor ("Corridor") runs, is desirous of establishing a "Complete Streets" study for a subregional arterial corridor plan for this major Corridor to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities, and for GCCOG to coordinate and implement such a study ("Slauson Avenue Complete Street Study" or the "Study").
- (d) The development of the Study would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor.
- (e) Section 21 of Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments, to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an implementation agreement for the purpose of authorizing GCCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare, and that the costs incurred by such program, including indirect costs, shall be assessed only to those members who are parties to an implementation agreement.

Section 2. Implementation of Slauson Avenue Complete Street Study. To the fullest extent of its authority, the City authorizes GCCOG to implement and initiate the Slauson Avenue Complete Street Study, including any initial feasibility studies required to coordinate with other transportation studies. Further, the City authorizes GCCOG to request funding from and to partner with other public agencies for the Slauson Avenue Complete Street Study (including, but not limited to, Caltrans, SCAG, and Metro).

Section 3. Scope of Work. The Scope of Work to be performed for the Study under this Agreement is described in Attachment A attached hereto and incorporated by this reference.

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to GCCOG upon execution of this Agreement an assessment in the amount set forth in Attachment A for City's proportional share of the projected costs of the Study.

Section 5. Committees.

(a) Slauson Avenue Complete Street Study Committee. There is hereby established a committee to be known as the Slauson Avenue Complete Street Study Committee. The Slauson Avenue Complete Street Study Committee shall consist of an elected member of the legislative body of each agency that has entered into a Slauson Avenue Complete Street Study Implementation Agreement with GCCOG, designated by the respective legislative bodies. The Slauson Avenue Complete Street Study Committee will work in coordination with the Slauson Avenue Complete Street Study Technical Advisory Committee to provide policy assistance, guidance, and direction to GCCOG regarding the Study. All members of the Slauson Avenue Complete Street Study Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting.

(b) Slauson Avenue Complete Street Study Technical Advisory Committee. There is hereby established a committee to be known as the Slauson Avenue Complete Street Study Technical Advisory Committee. The Slauson Avenue Complete Street Study Technical Advisory Committee shall consist of a staff representative of each agency that has entered into an Slauson Avenue Complete Street Study Implementation Agreement with GCCOG, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or other employee or consultant with relevant technical knowledge. The Slauson Avenue Complete Street Study Technical Advisory Committee shall report to and receive direction from the Slauson Avenue Complete Street Study Committee.

Section 6. Meetings. All regular, adjourned, and special meetings of the committees established by this Agreement shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended from time to time.

Section 7. Defense and Indemnification.

(a) To the fullest extent permitted by law, each Party ("Indemnifying Party") mutually agrees to defend, indemnify, and save and hold harmless the other Party, its officials, officers, agents, employees, and volunteers ("Indemnified Party") from and against any claim, loss, liability, damage, lawsuit, cost, or expense ("Claim") that arises out of, or is any way related to, the performance of this Agreement and attributable to the acts or omissions of the Indemnifying Party. This obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement. Each Party certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to defend and indemnify the other Party from any Claim arising from the sole negligence or willful misconduct of the other Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This obligation shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of defense or indemnification to be provided.

(b) At its sole discretion, the Indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Indemnifying Party of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Section 8. Notices. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the Party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be directed as follows unless a Party provides written notice of change of address for notices:

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Attention: Executive Director

To City: City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Attention: Raul Alvarez, City Manager

Section 9. Waiver. Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

Section 10. Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Section 11. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto. This Agreement may be amended as agreed upon by the Parties in writing.

Section 13. Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 14. Attorneys' Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 15. Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Party.

Section 16. Assignment and Delegation. Neither Party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other Party.

IMPLEMENTATION AGREEMENT NO. 4197

Page 5 of 14

Section 17. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 18. Execution. The persons executing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement on behalf of the Parties and have the authority to bind the Parties to the provisions of this Agreement.

Section 19. Electronic Signatures. The Parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURE PAGE TO FOLLOW]

IMPLEMENTATION AGREEMENT NO. 4197

Page 6 of 14

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the day and year first written above.

CITY OF MONTEBELLO

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

Raul Alvarez, City Manager

Ariel Pe, President

ATTEST:

ATTEST:

Christopher Jimenez, City Clerk

Hector De La Torre, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Ivy M. Tsai, General Counsel

**Attachment A
Slauson Avenue Complete Street Study
Scope of Work and Budget**

Attachment A
Gateway Cities Council of Governments
SCOPE OF WORK

Project ID: LAOG1718

Project Title: Slauson Avenue Complete Street Study

Project Limits: The project is located at Santa Fe Springs Road in the Cities of Santa Fe Springs and Whittier west to Wilmington Avenue in the City of Huntington Park, for a total of 12.34 miles.

Which traverses through the jurisdictions of Santa Fe Springs, Whittier, Unincorporated LA, Pico Rivera, Montebello, Commerce, Bell, Maywood, Huntington Park, and Vernon,

in the Gateway Cities Council of Governments area.

Project Description:

Develop a subregional Complete Street master plan for Slauson Avenue, which is a high priority high quality transit arterial within the Gateway Cities. This high priority corridor is based on the Gateway Cities COG Board approved prioritization process. The limits extend from COG boundary to COG boundary for a total of approximately 12.34 miles (total). This masterplan will maximize multimodal opportunities on this E/W arterial corridor within the Gateway Cities, as well as maximize our ability to obtain grants for design and construction.

Project Funding:

PROJECT ITEMS	Grant funds (LACMTA)	LOCAL AGENCY	TOTAL
Planning, Design, Engineering	\$135,000	\$50,100	\$185,100
TOTAL BUDGET COST	\$135,000	\$50,100	\$185,100

SCOPE:

I. Task 1: Project Management and Administration

a. Project Initiation

The GCCOG will hold a kick-off meeting with the Cities and Metro to discuss the project scope of work, goals and objectives. A meeting agenda, minutes and action items listing will be produced.

b. Project Administration

The GCCOG will submit complete invoice packages to Metro based on existing/status quo protocol. The progress report will contain the following components:

1. Executive summary
2. Description of the tasks or deliverables completed
3. Management issues, including status, resolution and action items
4. Project task schedule describing percentages of completeness of each task
5. Schedule and schedule tracking narrative
6. List of deliverable items
7. Dollar amount for which payment is requested.

c. Project Management

The GCCOG will complete the project including the technical tasks included in this scope as well as the Project Management of the overall project.

II. Task 2: Review Existing Documentations

The GCCOG will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor, including the STP, relevant transit plans, relevant agency land use plans, and relevant as-builts.

Deliverable: Technical memo/ summary report listing documents reviewed.

III. Task 3: Corridor Evaluation Documentations

a. Existing Conditions Corridor Evaluation and Analysis

The GCCOG will conduct thorough existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. This is partially obtained via a 1-on-1 meeting with each agency, which will be documented in the report. Evaluation analysis could include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential

linkages, and City entryways, or gateways, and potential safe routes to school options.

b. Future Conditions Corridor Evaluation and Analysis

The GCCOG will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Evaluation analysis would include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

Deliverable: Technical memo/ summary report regarding the existing conditions, constraints, opportunities.

IV. Task 4: Conduct Complete Streets Needs Analysis

The GCCOG will conduct a detailed needs analysis for complete streets and multimodal Corridor development, along with identifying constraints/opportunities.

Deliverable: Technical memo/ summary report regarding the needs and along with providing recommendations for consideration based on the constraints and opportunities.

V. Task 5: Community and Stakeholder Outreach

a. Stakeholder and Community Outreach

The GCCOG will coordinate meetings to discuss project with various stakeholder agencies. The GCCOG will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

The GCCOG will develop a workshop to introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community. The GCCOG will also conduct community outreach after developing the concept alternatives and after the development of the draft Master Plan.

Deliverable: Coordinate and attend Meetings and a coordinate and conduct a Workshop.

VI. Task 6: Complete Streets Implementation Alternatives

a. Develop Alternatives

Based on the existing and future conditions evaluation and the stakeholder/community input, the GCCOG will develop alternative concepts for complete street implementation, and will include plans, sketches, and photos.

Two primary alternatives considered include 1) the Florence Avenue Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

Deliverable: Develop concepts and exhibits, via alternatives, to support the needs identified.

VII. Task 7: Prepare Conceptual Complete Streets Plan

Based on the preferred design alternative chosen in the stakeholder and community outreach efforts and discussions with the Cities, the GCCOG will develop a draft Concept Master Plan.

Deliverable: Develop concept plan to incorporate into the Draft Report. This is the first step in creating the Draft Report.

VIII. Task 8: Develop Conceptual Design Alternatives for Complete Streets Plan with Cost Estimates

The GCCOG will develop conceptual design alternatives with cost estimates. Illustrations will be made in plan view, as street cross sections, and as sketches.

Deliverable: Develop cost estimates to accompany the concept alternative preferred, to incorporate into the draft Report.

IX. Task 9: Presentation to Committees and City Councils, Describing Quantified and Other Benefits

The GCCOG will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

Deliverable: Develop presentations and present at needed.

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X. Task 10: Finalize Conceptual Design of Complete Streets Master Plan with Needed Delivery Schedule for Preliminary Engineering, Design, and Construction

The GCCOG will finalize the Master Plan, with proposed implementation schedule concepts indicating funding opportunities to leverage.

Deliverable: Prepare final report for approval by the Corridor Committee.

Project Cost, including Overall Funding, by Jurisdiction:

The following tables includes the linear distance of the Corridor by jurisdiction, and a funding cost summary. Based on past Complete Streets efforts, and overall cost was developed for the project. The GCCOG coordinated with Metro to provide a grant in the total amount of \$135,000 for the Slauson Avenue. To fully fund the project, this Implementation Agreement includes a 27% match, which is defined in the table below under the "Portion Paid by City" column, to fully fund the overall project scope of work totaling \$185,100.

Total Miles per Jurisdiction and Cost Breakdown	GCCOG Subsidy to Project via Prop C		Jurisdiction Contribution	Total Project Study Cost
Whittier	0.17	\$ 1,805.11	\$ 669.89	\$ 2,475.00
Santa Fe Springs	0.995	\$ 10,885.33	\$ 4,039.67	\$ 14,925.00
LA County Unincorporated	1.13	\$ 12,362.24	\$ 4,587.76	\$ 16,950.00
Pico Rivera	1.86	\$ 20,348.46	\$ 7,551.54	\$ 27,900.00
Montebello	0.30	\$ 3,282.01	\$ 1,217.99	\$ 4,500.00
Commerce	3.90	\$ 42,666.13	\$ 15,833.87	\$ 58,500.00
Bell	0.16	\$ 1,695.71	\$ 629.29	\$ 2,325.00
Maywood	1.82	\$ 19,910.86	\$ 7,389.14	\$ 27,300.00
Vernon	0.50	\$ 5,415.32	\$ 2,009.68	\$ 7,425.00
Huntington Park	1.520	\$ 16,628.85	\$ 6,171.15	\$ 22,800.00
Total Corridor Miles	12.34	\$ 135,000	\$ 50,100.00	\$ 185,100.00

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Schedule:

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Alondra Boulevard Complete Street Evaluation and Master Plan over the period of approximately 1 year, with an anticipated kick off on July 1, 2024.

Slauson Avenue Corridor Complete Street Schedule

Exhibit 1 - Revised Schedule

Gateway Cities Council of Governments

Start Date Estimate = 7/1/2024					Period 1						Period 2					
TASK	PROGRESS	START	END	Weeks per Task	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1 (Months 1-6)																
Task 1 - PROJECT MANAGEMENT AND ADMINISTRATION	0%	7/1/24	2/1/26	83												
Task 2 - REVIEW EXISTING DOCUMENTATIONS	0%	7/1/24	5/1/25	43												
Phase 2 (Months 6-12)				0												
Task 3 - CORRIDOR EVALUATION AND ANALYSIS – EXISTING AND FUTURE CONDITIONS AS MULTI-MODAL CORRIDOR	0%	10/1/24	8/1/25	43												
Task 4 - CONDUCT COMPLETE STREETS NEEDS ANALYSIS	0%	11/1/24	5/1/25	26												
Phase 3 (Months 13-18)				0												
TASK 5 - COMMUNITY AND STAKEHOLDER OUTREACH	0%	11/1/24	2/1/26	65												
Task 6 - COMPLETE STREETS IMPLEMENTATION ALTERNATIVES	0%	10/1/24	12/1/25	61												
Task 7 - PREPARE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN	0%	10/1/24	12/1/25	61												
Task 8 - DEVELOP CONCEPTUAL DESIGN ALTERNATIVE FOR A COMPLETE STREETS PLAN WITH COST ESTIMATE	0%	12/1/24	1/1/26	57												
Phase 4 (Months 19-24)				0												
Task 9 - PRESENTATION TO COMMITTEES AND CITY COUNCILS, DESCRIBING QUANTIFIED AND OTHER BENEFITS	0%	5/1/25	1/1/26	35												
Task 10 - FINALIZE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN WITH NEEDED DELIVERY SCHEDULE FOR PRELIMINARY ENGINEERING, DESIGN, AND CONSTRUCTION	0%	5/1/25	2/1/26	39												

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Project Map:



Slauson Avenue: East to West			
Jurisdiction	Segment Limits	Linear Miles Through Jurisdiction	Linear Miles Through Jurisdiction
Santa Fe Springs/Whittier	Santa Fe Springs Rd. to Chetle Ave.	0.33	0.165
Santa Fe Springs	Chetle Ave. to 150' West of Dice Rd.	0.67	
LA County Unincorporated/Santa Fe Springs	150' West of Dice Rd. to Norwalk Blvd.	0.24	0.12
LA County Unincorporated	Norwalk Blvd. to 560' East of the San Gabriel River	1.01	
Santa Fe Springs/Pico Rivera	560' East of the San Gabriel River to 160' East of the San Gabriel River	0.08	0.04
Pico Rivera	160' East of the San Gabriel River to Rio Hondo Channel	1.82	
Montebello	Rio Hondo Channel to Telegraph Rd.	0.3	
Commerce	Telegraph Rd. to I-710	3.9	
Bell	I-710 to Los Angeles River West Shore	0.15	
Bell/Maywood	Los Angeles River West Shore to 50' West of Los Angeles River West Shore	0.01	0.005
Maywood	50' West of Los Angeles River West Shore to Maywood Ave.	1.76	
Maywood/Huntington Park	Maywood Ave. to 80' East of S Downey Rd.	0.09	0.045
Maywood	80' East of S Downey Rd. to S Downey Rd.	0.01	
Vernon	S Downey Rd. to S Boyle Ave.	0.47	
Huntington Park	S Boyle Ave. to S Santa Fe Ave.	1	
Huntington Park/Vernon	S Santa Fe Ave. to 250' West of S Santa Fe Ave.	0.05	0.025
Huntington Park	250' West of S Santa Fe Ave. to Wilmington Ave.	0.45	
Total Corridor Miles		12.34	



ITEM # 7

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT RESOLUTION NO. 24-25 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1060 S. GREENWOOD AVE, TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No.24-25 (Attachment B) granting an easement on City-owned land, 1060 S Greenwood Ave., to Southern California Edison Company (SCE) for electrical utility purposes; and,
2. Authorize the City Manager or his designee, to sign the Grant of the easement to Southern California Edison (SCE) on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to the City for the granting of the Southern California Edison (SCE) easement.

BACKGROUND/DISCUSSION:

On February 24, 2023, the City of Montebello entered into a ground lease agreement (Attachment) with CCTMO LLC (Crown Castle Communication) for approximately eighty-four (84) square feet of space located at Holifield Park, Northeast corner of the intersection of Greenwood Avenue and Frankel Avenue on City Property, APN 6352-006-901 as described in Exhibit C-1 of Attachment A. The purpose of this lease agreement is for the construction, installation, maintenance, and operation of their communication

facilities and transmittal tower.

Dish Telecommunications (Network Connex) has also leased space for its equipment with Crown Castle at the location where the City of Montebello and Crown Castle have their ground lease agreement. Therefore, Dish Telecommunication is requesting an easement for Southern California Edison to supply power to their equipment.

Resolution No. 24-25 (Attachment B) will grant Southern California Edison (SCE) an easement to construct, use, maintain, and operate electrical and communication equipment. While at the same time, ensuring that the City reserves its rights to access and build upon the easement area for street, road, or driveway purposes.

ENVIRONMENTAL:

In accordance with the California Quality Act ("CEQA") Guidelines, Section 15061(b)(3), granting Southern California Edison (SCE) Easement for the distribution of electrical energy is exempt from CEQA in that it can be seen with certainty that granting of a utility easement will not have a significant effect on the environment.

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 24-25 which grants an easement on City-owned land for the purpose of constructing, maintaining, and operating, electrical and communication systems for the distribution of electrical energy.

ATTACHMENT(S)

1. Attachment A - Crown Castle Lease Agreement
2. Attachment B - Resolution No. 24-25

NEXT STEPS:

N/A

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Agreement") is made effective this 24 day of February, 2023 ("Effective Date") by and between CITY OF MONTEBELLO, a California municipal corporation ("Lessor") and CCTMO LLC, a Delaware limited liability company ("Lessee").

1. Description of Property. Lessor is the owner of certain real property located in Los Angeles County, California. A description of said property is attached hereto as Exhibit "A" (hereinafter "Lessor's Property").

2. Lease of Premises and Permitted Use. Lessor hereby leases to Lessee a eighty-four (84) square foot portion of Lessor's Property, as further described on Exhibit "C-1" attached hereto and shown in the site plan attached hereto as Exhibit "B" (the "Leased Premises"), for the purpose of (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment ("Improvements") and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Lessee's use and the use of its sublessees, licensees, and invitees (collectively the "Permitted Use"). It is the intent of the parties that Lessee's Improvements shall not constitute a fixture.

3. Easements. Lessor hereby grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility located or to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals (as defined in Section 7); (iii) an easement (the "Access and Utility Easement") in the location described on Exhibit "C-2" and shown in Exhibit "B", for ingress, egress and construction purposes including without limitation staging, storing and parking of equipment, vehicles, cranes and related materials, seven (7) days per week, twenty-four (24) hours per day, to extend from the nearest public right-of-way to the Leased Premises, together with the right of installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the "Easements"). The Easements shall remain in effect during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

4. Term. The term of this Agreement shall commence on the Effective Date and expire on December 4, 2022 ("Initial Term"). This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five (5) years each, and one (1) final additional term commencing on December 5, 2042 and expiring on May 14, 2045 (the "Final Renewal Term") (together the "Lease Term") unless terminated pursuant to the provisions set forth herein.

5. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with thirty (30) days' prior written notice. Any monies owed by either party to the other, up to the date of termination, shall be paid within thirty (30) days of the termination date.

6. Rent. As consideration for Lessor entering into this Agreement, commencing on the first (1st) day of the first (1st) month following the commencement of installation of improvements within the Leased Premises, Lessee shall pay Lessor Four Thousand Six Hundred Twenty Nine and 36/100 Dollars (\$4,629.36) per year, to be paid in equal monthly installments of Three Hundred Eighty Five and 78/100 Dollars (\$385.78) (the "Rent"). Commencing on July 1, 2028, and on the anniversary of such date every year thereafter, the Rent shall escalate by an amount equal to two and eight tenths percent (2.8%) of the Rent payable during the immediately preceding month.

7. Lessor's Cooperation. During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

8. **Hazardous Materials.**

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials (as defined below) on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

9. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Lessor as an additional insured. In addition, Lessee, shall obtain Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

10. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

11. **Reserved**

12. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, including any required documentation, within one (1) year after the date such taxes became due.

13. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for

Site Name: SM248 Holifield Park RL

2 Business Unit #: 827967

the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

14. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. In the event that Lessee is in default beyond the applicable periods set forth above, Lessor shall have the right to injunctive relief, to require specific performance of this Agreement and to pursue an action for damages available at law.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

15. Limitation on Damages. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

16. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

17. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

18. Interference with Lessee's Business. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

19. Eminent Domain. If Lessor receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or Easements are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain (a "Taking"), Lessor will notify Lessee of the proposed Taking within five (5) business days of receiving said notice. If the Taking affects any portion of the Leased Premises or Easements that is less than the entire Leased Premises and Easements (a "Partial Taking"), then Lessee will have the option to either (i) declare the Agreement null and void, effective as of the date of Taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. In the event of a Partial Taking, the parties shall enter into any amendment of the Agreement made necessary as a result of the Partial Taking. With respect to any Taking each party shall have the right to contest the Taking and directly pursue an award for their respective interests.

20. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

21. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:
City of Montebello
Attn: City Manager
1600 W. Beverly Boulevard
Montebello, California 90640

Lessee:
CCTMO LLC
Attn: Legal - Real Estate
2000 Corporate Drive,
Canonsburg, PA 15317-8564

22. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

23. Notice of Sublease. Lessee hereby provides notice to Lessor of its sublease of a portion of the Leased Premises to Dish Network or an affiliate or subsidiary (the "Dish Subtenant"). As used herein, the term "Sublease" includes any arrangement by which a third party can collocate its equipment at the Leased Premises, whether it is by Sublease, license, easement or any other agreement or arrangement.

24. Mortgages. In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a commercially reasonable non-disturbance agreement, in a form reasonably acceptable to Lessee, for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement, Lessee may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

25. Sale of Property. If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

26. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

27. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

28. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's property now or hereafter located on the Leased Premises.

Miscellaneous.

Site Name: SM248 Holifield Park RL
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Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500) for the full execution of this Agreement, payable within sixty (60) days of the full execution of this Agreement ("Conditional Signing Bonus"). In the event that this Agreement (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

CITY OF MONTEBELLO, a California municipal corporation

By: 

Print Name: Rene Bobadilla

Print Title: City Manager

LESSEE:

T-Mobile West Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

By: 

Print Name: Matthew Norwood

Print Title: Sr. Mgr Ntl Trans

EXHIBIT "A"
[Legal Description of Lessor's Property]

PARCEL 1:

The East half of the South half of the South half of Lot 64 of El Carmel Tract, as per Map recorded in Book 7, Page 134, of Maps, on filed in the Office of the County Recorder of said County.

Also that portion of the Northeasterly 2.3775 feet of the Southwesterly 203.6225 feet, which lies Northwesterly of a line parallel to and Northwesterly 60 feet from the Southeasterly line of said Lot 64.

PARCEL 2:

The West half of the South half of the South half of Lot 64 of El Carmel Tract, as per Map recorded in Book 7, Page 134, of Maps, in the Office of the County Recorder of said County.

PARCEL 3:

The Northeasterly 203.63 feet of the Southwesterly 407.245 feet of the Southeasterly 60 feet of Lot 64, El Carmel Tract, as per Map recorded in Book 7, Pages 134 and 135, of Maps, in the Office of the County Recorder of said County.

PARCEL 4:

The Northwesterly 100 feet of the Southeasterly 160 feet of the Northeasterly 206 feet of the Southerly half of Lot 64 of the El Carmel Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 7, Page 134, of Maps, in the Office of the County Recorder of said County.

PARCEL 5:

The Westerly 110 feet of the Easterly 270 feet of the Northerly 206 feet of the Southerly half of Lot 64 of the El Carmel Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 7, Page 134, of Maps, in the Office of the County Recorder of said County.

EXHIBIT "B"
[Site Plan]

Site Name: SM248 Holifield Park RL
Business Unit #: 827967

TOWER SURVEY

827967

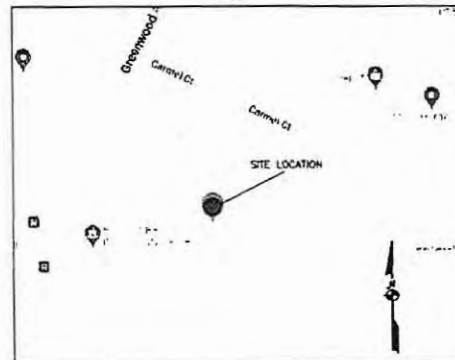
SM248 HOLIFIELD PARK RL

1060 S. GREENWOOD AVE
MONTEBELLO, CA 90640
LOS ANGELES COUNTY

LEGEND

Additional Land Building	IP / Rehab Monu	Transformer
Asphalt Pavement	IP / Rehab Monu - Found	Transformer Ped
Contour - Major	Cased Monu	Catch Basin
Contour - Minor	Traverse Point	Inlet
Easement	Survey Point	Culvert
Guideway	Gravel	Utility Vault
Jurisdiction Line	Dirt	Manhole
Property Line	Concrete	Handhole
Property Tie	Retaining Wall	Pull box
Right of Way	Slab	Pedestal
Seaback	Door / Gate	Riser
Trailline	Double Door / Gate	Master
Wetland	Gate - Sliding	Valve
Railroad Tracks	Sign	Cleanout
Road Centerline	Mailbox	Junction Box
Stream	Column	Pump Station
Ditch	Utility Pole	Utility Box
Channel	Guyed Pole	Controller
Fence	Pole	Generator
Cable TV	Bolted	
Cable Underground	Fire Hydrant	
Combined Sewer	Flag Pole	
Cable TV & Elec	Shrub	
Cable, Elec. & TV	Tree - Palm	
Electric	Tree - Coniferous	
Electric Underground	Tree - Deciduous	
Fiber	Metal Platform	
Fiber Underground	Fuel Tanks	
Gas	Traffic Signal Controller	
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Topo - High Point		
Topo - Low Point		
Breakline		
Match line		
Property Tie		

VICINITY MAP



SHEET INDEX

SHEET NAME	TITLE
V-01	COVER SHEET
V-02	PROPERTY OVERVIEW
V-03	EQUIPMENT LEASE AREA OVERVIEW
V-04	LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By ICA Requirements For Boundary Surveys. Instruments Used:

- SPECTRA PRECISION SP80 W/ SMARTNET VIRTUAL NETWORK
- TOPCON TOTAL STATION OPT-3005

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	±137,868.24	±3.165
EXISTING LEASE AREA	±301	±0.007
LEASE AREA	±84	±0.002
ACCESS & UTILITY EASEMENT	±5,303	±0.122

COORDINATES

LABEL	LAT, LONG
FD. MON.	33° 50' 38.47", -118° 07' 08.27"
FD. MON.	33° 58' 33.12", -118° 07' 08.24"

For Internal use.

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:
GEOLINE SURVEYING, INC.
13430 HWY 10th Terrace, Suite A, Alachua, FL 32015
Tel: (386) 418-0500 | Fax: (386) 402-0986

SURVEY PERFORMED BY:
SMITHCO SURVEYING ENGINEERING
2005 AIRPORT DRIVE, GAINESVILLE, FL 32608
Tel: (813) 353-1217 | Fax: (813) 353-4218

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED PROPERTY AND THE INFORMATION THEREON.

SURVEYOR NAME: CROWN CASTLE

DATE: 12-23

LEASE AREA ZONING:
RL: MULTIPLE-FAMILY RESIDENTIAL (R-3)

LEASE AREA FLOOD NOTE:
THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD MAP FOR COMMUNITY NO. 05040, PARCEL NO. 1830P, DATED SEPTEMBER 28, 2005, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BASE OF NORTH:
ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5.

NOTES:

- SURVEY PERFORMED ON 06/23/22.
- HORIZONTAL DATA PROJECTED IN CALIFORNIA COORDINATE SYSTEM OF 1983 (LASES) ZONE 5 (INTERNATIONAL ASSOCIATION OF OIL & GAS PRODUCERS' EPSG CODE 2229) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83).
- BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE (SIT) THAT WERE UNDETECTED AS A PART OF THIS SURVEY.
- ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
- NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
- THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV. DATE DESCRIPTION

06/23/22	PHYSICAL SURVEY	CC
08/15/22	REVISION	CC
09/14/22	REVISION	CC
10/17/22	REVISION	CC

SITE INFORMATION:

Name: SM248 HOLIFIELD PARK RL

BUN: 827967

Address: 1060 S. GREENWOOD AVE
MONTEBELLO, CA 90640

County: LOS ANGELES COUNTY

SITE LOCATED IN:
SECTION 8, T. 9 S., R. 12 W., S.B.M.

TOWER SURVEY

SHEET TITLE: COVER SHEET

SHT NAME: V-01 **SHT NO:** 1 **OF 4**

PROPERTY INFORMATION

PARENT PARCEL

① OWNER: MONTEBELLO CITY
APN: 6352-006-901

ADDRESS:
847 CARMEL CT
MONTEBELLO, CA 90640

ADJACENT PARCELS

- ② OWNER: VILLARROEL, MAURICIO HERNAN
APN: 6352-006-086
- ③ OWNER: 1040 GREENWOOD LLC
APN: 6352-006-085
- ④ OWNER: NG KWOK LUEN AND MU XIAN TRS;
NG FAMILY TRUST
APN: 6352-006-084
- ⑤ OWNER: MORGUTIA ALICIA
APN: 6352-006-083
- ⑥ OWNER: BENEL MANAGEMENT LLC
APN: 6352-006-082
- ⑦ OWNER: BENEL MANAGEMENT LLC
APN: 6352-006-081

GREENWOOD AVE
(VARYING WIDTH)

OWNER: MORGUTIA ALICIA
APN: 6352-006-083

OWNER: NG KWOK LUEN AND MU XIAN TRS;
NG FAMILY TRUST
APN: 6352-006-084

OWNER: 1040 GREENWOOD LLC
APN: 6352-006-085

OWNER: VILLARROEL, MAURICIO HERNAN
APN: 6352-006-086

OWNER: BENEL MANAGEMENT LLC
APN: 6352-006-081

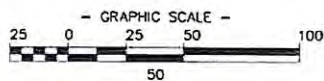
Owner: BENEL MANAGEMENT LLC
APN: 6352-006-082

OWNER: MONTEBELLO CITY
APN: 6352-006-901

P.O.B. - ACCESS & UTILITY EASEMENT

FRANKEL AVE

P.O.C. - EXISTING LEASE AREA,
LEASE AREA, AND
ACCESS & UTILITY EASEMENT



SURVEY PERFORMED FOR:



SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 100TH Terrace, Suite A, Alachua, FL 32815
Tel: (386) 418-0200 | Fax: (386) 462-0205

SURVEY PERFORMED BY:

SMITHCO SURVEYING ENGINEERING
2005 AIRPORT DRIVE, BAKERSFIELD, CA 93306
Tel: (805) 393-1217 | Fax: (805) 393-1218

DRAWN BY: CC

CHECKED BY: CC

SURVEYOR'S CERTIFICATION:

SMITHCO SURVEYING ENGINEERING, INC. (SCE) IS A PROFESSIONAL ENGINEERING FIRM. THE SURVEYOR'S CERTIFICATION IS A PROFESSIONAL ENGINEERING SEAL. THE SURVEYOR'S CERTIFICATION IS A PROFESSIONAL ENGINEERING SEAL. THE SURVEYOR'S CERTIFICATION IS A PROFESSIONAL ENGINEERING SEAL.

SURVEYOR NAME: SMITHCO SURVEYING ENGINEERING, INC.



LEASE AREA ZONING:

R-1.5 SINGLE-FAMILY RESIDENTIAL (R-1.5)

LEASE AREA FLOOD NOTE:

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RATE MAP FOR COMMUNITY NO. 060148, PANEL NO. 1830F, DATED SEPTEMBER 26, 2008, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE 3. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BASES OF NORTH:

ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 3.

NOTES:

1. SURVEY PERFORMED ON 06/23/22.
2. HORIZONTAL DATA PRODUCED IN CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83) ZONE 3 (INTERNATIONAL ASSOCIATION OF OIL & GAS PRODUCERS' EPSG CODE 2229) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES. DEPICTED HEREON IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WERE UNDETECTED AS A PART OF THIS SURVEY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	DRAWN
00	06/23/22	PRELIMINARY	CC
01	06/15/22	REVISION	CC
02	06/15/22	REVISION	CC
03	06/15/22	REVISION	CC
04	06/15/22	REVISION	CC
05	06/15/22	REVISION	CC
06	06/15/22	REVISION	CC
07	06/15/22	REVISION	CC
08	06/15/22	REVISION	CC
09	06/15/22	REVISION	CC
10	06/15/22	REVISION	CC
11	06/15/22	REVISION	CC
12	06/15/22	REVISION	CC
13	06/15/22	REVISION	CC
14	06/15/22	REVISION	CC
15	06/15/22	REVISION	CC
16	06/15/22	REVISION	CC
17	06/15/22	REVISION	CC
18	06/15/22	REVISION	CC
19	06/15/22	REVISION	CC
20	06/15/22	REVISION	CC

SITE INFORMATION:

Name: SM248 HOLIFIELD PARK RL
BUN: 827967
Address: 1060 S. GREENWOOD AVE
MONTEBELLO, CA 90640
County: LOS ANGELES COUNTY

SITE LOCATED IN:

SECTION 8, T.3 S., R. 12 W., S.B.M.

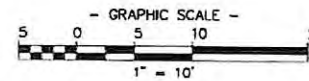
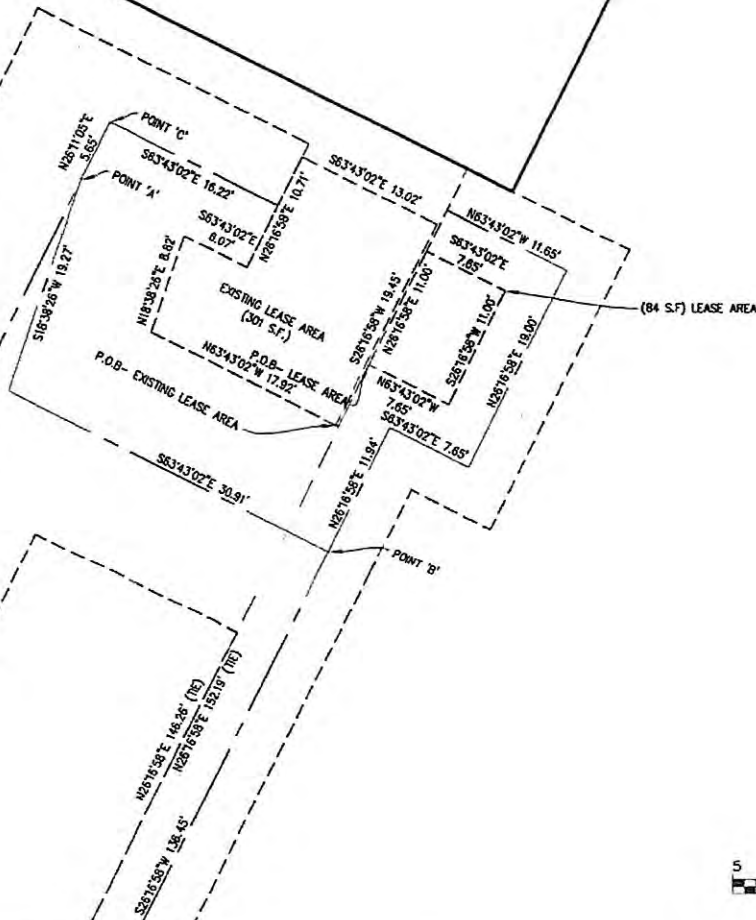
TOWER SURVEY

SHEET TITLE: PROPERTY OVERVIEW

SHEET NAME: V-02 SHEET NO: 2 OF 4

OWNER: MONTEBELLO CITY
APN: 6352-006-901

OWNER: VILLARROEL, MAURICIO HERNAN
APN: 6352-006-086



SURVEY PERFORMED FOR:  1500 Corporate Drive Canonsburg, PA 15317		
SURVEY COORDINATED BY: GEOLINE SURVEYING, INC. 13430 NW 10th Terrace, Suite A, Alachua, FL 32615 Tel: (904) 416-0500 Fax: (904) 462-0981		
SURVEY PERFORMED BY: SMITHCO SURVEYING ENGINEERING 2005 AIRPORT DRIVE, SACRAMENTO, CA 95836 Tel: (916) 383-1217 Fax: (916) 383-1218		
SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO CROWN CASTLE, INC. THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF CALIFORNIA.		
SURVEYOR NAME: SMITHCO SURVEYING  DATE:		
LEASE AREA ZONING: RL: MULTIPLE-FAMILY RESIDENTIAL (R-3)		
LEASE AREA FLOOD NOTE: THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RISK MAP FOR COMMUNITY NO. 08044, PAPER NO. 10396, DATED SEPTEMBER 26, 2000, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.		
BASIS OF NORTH: ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5.		
NOTES: 1. SURVEY PERFORMED ON 06/23/22. 2. HORIZONTAL DATA PROJECTED IN CALIFORNIA COORDINATE SYSTEM OF 1983 (LASE3) ZONE 5 (INTERNATIONAL ASSOCIATION OF OIL & GAS PRODUCERS' EPSG CODE:2229). ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83). 3. BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WENT UNDETECTED AS A PART OF THIS SURVEY. 4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA. 5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE. 6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL PARCELS.		
REV. DATE	DESCRIPTION	BY/REV
00 06/23/22	PRELIMINARY	CS
00 08/15/22	REVISION	CJ
00 08/15/22	DESIGN	CJ
10 01/17/23	REV. REQUIRED	LA
SITE INFORMATION: Name: SM248 HOLIFIELD PARK RL BUN: 827967 Address: 1060 S. GREENWOOD AVE MONTEBELLO, CA 90640 County: LOS ANGELES COUNTY		
SITE LOCATED IN: SECTION 5, T.3 S., R. 12 W., S.B.M.		
TOWER SURVEY		
SHEET TITLE: LEASE AREA DETAIL		
SHT NAME: V-03	SHT NO: 3	OF 4

PARENT PARCEL LEGAL DESCRIPTION

PER OLD REPUBLIC NATIONAL TITLE INSURANCE, REPORT NO. 01-22026868-01S, DATED MAY 10, 2022.

SITUATED IN THE COUNTY OF LOS ANGELES AND STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTHWESTERLY 100 FEET OF THE SOUTHEASTERLY 160 FEET OF THE NORTHEASTERLY 206 FEET OF THE SOUTHERLY HALF OF LOT 64 OF THE EL CARMEL TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 134 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE WESTERLY 110 FEET OF THE EASTERLY 270 FEET OF THE NORTHERLY 206 FEET OF THE SOUTHERLY HALF OF LOT 64 OF THE EL CARMEL TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 134 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3

THE NORTHEASTERLY 203.63 FEET OF THE SOUTHWESTERLY 407.245 FEET OF THE SOUTHEASTERLY 60 FEET OF LOT 64, EL CARMEL TRACT, AS PER MAP RECORDED IN BOOK 7, PAGES 134 AND 135 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TAX ID NO: 6352-005-001

EXCEPTIONS PER TITLE

PER OLD REPUBLIC NATIONAL TITLE INSURANCE, REPORT NO. 01-22026868-01S, DATED MAY 10, 2022.

- MAP OF PROPERTY OF WALTER L. VAN, AS RECORDED IN PLAT BOOK 7, PAGE 134 OF LOS ANGELES COUNTY RECORDS.
*** NOT PLOTTABLE - NATURE OF ITEM ***
- EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT, BY AND BETWEEN CITY OF MONTEBELLO, A CALIFORNIA MUNICIPAL CORPORATION, AND INGO-TLA TELECOM, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RECORDED 08/05/2015 AS INSTRUMENT NO. 20150663403 OF LOS ANGELES COUNTY RECORDS.
*** EXISTING LEASE AREA PLOTTED AS SHOWN HEREON. ACCESS EASEMENT NO WIDTH DEFINED - CENTER LINE PLOTTED AS SHOWN HEREON ***
- MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT, BY AND BETWEEN INGO-TLA TELECOM, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND T-MOBILE, WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, RECORDED 11/02/2018 AS INSTRUMENT NO. 20181169597 OF LOS ANGELES COUNTY RECORDS.
*** NOT PLOTTABLE - EXACT LOCATION NOT DESCRIBED ***

EXISTING LEASE AREA

PREPARED BY THIS OFFICE

BEING A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER THE PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, THENCE ALONG THE SOUTH LINE OF SAID SUBJECT PARCEL, N 63°46'50" W, A DISTANCE OF 274.96 FEET, THENCE LEAVING SAID SOUTH LINE, N 26°16'50" E, A DISTANCE 145.26 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N63°47'02"W, A DISTANCE OF 17.52 FEET;
COURSE 2) THENCE N18°36'27"E, A DISTANCE OF 8.62 FEET;
COURSE 3) THENCE S83°43'02"E, A DISTANCE OF 8.07 FEET;
COURSE 4) THENCE N28°16'58"E, A DISTANCE OF 10.71 FEET;
COURSE 5) THENCE S83°43'02"E, A DISTANCE OF 13.02 FEET;
COURSE 6) THENCE S28°16'58"W, A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 301 SQUARE FEET (0.007 ACRES), MORE OR LESS.

APN: 6352-005-001
OWNER(S): MONTEBELLO CITY
DEED REFERENCE: DOC. NO.

LEASE AREA

PREPARED BY THIS OFFICE

BEING A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER THE PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, THENCE ALONG THE SOUTH LINE OF SAID SUBJECT PARCEL, N 63°46'50" W, A DISTANCE OF 274.71 FEET, THENCE LEAVING SAID SOUTH LINE, N 26°16'50" E, A DISTANCE 152.19 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N26°16'58"E, A DISTANCE OF 11.00 FEET;
COURSE 2) THENCE S83°43'02"E, A DISTANCE OF 7.85 FEET;
COURSE 3) THENCE S28°16'58"W, A DISTANCE OF 11.00 FEET;
COURSE 4) THENCE N63°43'02"W, A DISTANCE OF 7.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 84 SQUARE FEET (0.002 ACRES), MORE OR LESS.

APN: 6352-005-001
OWNER(S): MONTEBELLO CITY
DEED REFERENCE: DOC. NO.

ACCESS & UTILITY EASEMENT

PREPARED BY THIS OFFICE

A 20.00 FOOT STRIP OF LAND, OVER, ACROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER THE PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, THENCE ALONG THE SOUTH LINE OF SAID SUBJECT PARCEL, N 63°46'50" W, A DISTANCE OF 360.91 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N26°11'05"E, A DISTANCE OF 155.40 FEET TO POINT 'A';
COURSE 2) THENCE CONTINUING N26°11'05"E, A DISTANCE OF 5.85 FEET TO POINT 'C' AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 20.00 FOOT STRIP OF LAND, OVER, ACROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREBEFORE DESCRIBED POINT 'A':

COURSE 1) THENCE S18°38'26"W, A DISTANCE OF 19.27 FEET;
COURSE 2) THENCE S63°43'02"E, A DISTANCE OF 30.91 FEET TO POINT 'B' AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 8.00 FOOT STRIP OF LAND, OVER, ACROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREBEFORE DESCRIBED POINT 'B':

COURSE 1) THENCE N26°16'58"E, A DISTANCE OF 11.54 FEET;
COURSE 2) THENCE S83°43'02"E, A DISTANCE OF 7.85 FEET;
COURSE 3) THENCE N26°16'50"E, A DISTANCE OF 18.00 FEET;
COURSE 4) THENCE N63°43'02"W, A DISTANCE OF 11.55 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 8.00 FOOT STRIP OF LAND, OVER, ACROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREBEFORE DESCRIBED POINT 'B':

COURSE 1) THENCE S28°16'58"W, A DISTANCE OF 136.45 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 12.00 FOOT STRIP OF LAND, OVER, ACROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREBEFORE DESCRIBED POINT 'C':

COURSE 1) THENCE S63°43'02"E, A DISTANCE OF 18.22 FEET TO THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 3,303 SQUARE FEET (0.122 ACRES), MORE OR LESS.

APN: 6352-005-001
OWNER(S): MONTEBELLO CITY
DEED REFERENCE: DOC. NO.

SURVEY PERFORMED FOR:



1500 Corporate Drive
Crownburg, PA 17317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32015
Tel: (850) 355-1217 | Fax: (850) 355-1218

SURVEY PERFORMED BY:

SMITHCO SURVEYING ENGINEERING
2005 AIRPORT DRIVE, BAKERSFIELD, CA 93308
Tel: (805) 355-1217 | Fax: (805) 355-1218
Survey Date: 12-24-23

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO GEOLINE, LLC, CROWN CASTLE, INC., INCLUDING ITS PARTNERS, MANAGERS AND AFFILIATED OWNERS, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

SURVEY NAME: DATADIAN ALB



DATE

LEASE AREA ZONING:

RL: MULTIPLE-FAMILY RESIDENTIAL (R-3)

LEASE AREA FLOOD NOTE:

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RISK MAP FOR COUNTY NO. 060228, PANEL NO. 01621, DATED DECEMBER 3, 2009, SHOWS THAT THE LOCATION OF THIS SITE FALLS WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BASIS OF NORTH:

ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5.

NOTES:

- SURVEY PERFORMED ON 06/23/22.
- HORIZONTAL DATA PROJECTED IN CALIFORNIA COORDINATE SYSTEM OF 1983 (LARS3) ZONE 5 (INTERNATIONAL ASSOCIATION OF OIL & GAS PRODUCERS' EPSG CODE:32279) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
- BURIED UTILITIES DETECTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS NO SUBSURFACE EXCAVATION WAS PREPARED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DETECTED HEREON IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WERE UNDETECTED AS A PART OF THIS SURVEY.
- ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
- NOT ALL SYMBOLS ARE DEPicted TO SCALE.
- THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	DRWN
00	06/23/22	INITIAL DRAFT	GC
01	07/15/22	REVISION	GC
02	08/16/22	REVISION	GC
10	01/12/23	FINAL, REGULATORY	LA

SITE INFORMATION:

Name: SM248 HOLIFIELD PARK RL

BUN: 827967

Address: 1060 S. GREENWOOD AVE
MONTEBELLO, CA 90640

County: LOS ANGELES COUNTY

SITE LOCATED IN:

SECTION 5, T.3 S., R. 12 W., S.B.M.

TOWER SURVEY

SHEET TITLE: LEGAL DESCRIPTION

SHT NAME: V-04 | SHT NO: 4 OF 4

EXHIBIT "C-1"
[Description of Leased Premises]

[See attached]

827967
SM248 Holifield Park RL

LEASE AREA (PREPARED BY THIS OFFICE):

BEING A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER THE PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, THENCE ALONG THE SOUTH LINE OF SAID SUBJECT PARCEL, N 63°48'55" W, A DISTANCE OF 274.71 FEET, THENCE LEAVING SAID SOUTH LINE, N 26°16'58" E, A DISTANCE 152.19 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N26°16'58"E, A DISTANCE OF 11.00 FEET;
COURSE 2) THENCE S63°43'02"E, A DISTANCE OF 7.65 FEET;
COURSE 3) THENCE S26°16'58"W, A DISTANCE OF 11.00 FEET;
COURSE 4) THENCE N63°43'02"W, A DISTANCE OF 7.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 84 SQUARE FEET (0.002 ACRES), MORE OR LESS.

APN: 6352-006-901

OWNER(S): MONTEBELLO CITY

DEED REFERENCE: DOC. NO.



EXHIBIT "C-2"
[Description of Easements]

[See attached]

827967
SM248 Holifield Park RL

ACCESS & UTILITY EASEMENT (PREPARED BY THIS OFFICE):

A 20.00 FOOT STRIP OF LAND, OVER, ACCROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER THE PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, THENCE ALONG THE SOUTH LINE OF SAID SUBJECT PARCEL, N 63°48'55" W, A DISTANCE OF 303.91 FEET TO THE POINT OF BEGINNING:

COURSE 1) THENCE N26°11'05"E, A DISTANCE OF 155.40 FEET TO POINT 'A';
COURSE 2) THENCE CONTINUING N26°11'05"E, A DISTANCE OF 5.65 FEET TO POINT 'C' AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 20.00 FOOT STRIP OF LAND, OVER, ACCROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'A':

COURSE 1) THENCE S18°38'26"W, A DISTANCE OF 19.27 FEET;
COURSE 2) THENCE S63°43'02"E, A DISTANCE OF 30.91 FEET TO POINT 'B' AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 8.00 FOOT STRIP OF LAND, OVER, ACCROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'B':

COURSE 1) THENCE N26°16'58"E, A DISTANCE OF 11.94 FEET;
COURSE 2) THENCE S63°43'02"E, A DISTANCE OF 7.65 FEET;
COURSE 3) THENCE N26°16'58"E, A DISTANCE OF 19.00 FEET;
COURSE 4) THENCE N63°43'02"W, A DISTANCE OF 11.65 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 8.00 FOOT STRIP OF LAND, OVER, ACCROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'B':

COURSE 1) THENCE S26°16'58"W, A DISTANCE OF 136.45 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER A 12.00 FOOT STRIP OF LAND, OVER, ACCROSS AND THROUGH A PORTION OF LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 20, 1963, AS GRANT DEED 5444, IN BOOK 52 PAGE 618 LOS ANGELES COUNTY OFFICIAL RECORDS, STATE OF CALIFORNIA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 'C':

COURSE 1) THENCE S63°43'02"E, A DISTANCE OF 16.22 FEET TO THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 5,303 SQUARE FEET (0.122 ACRES), MORE OR LESS.

APN: 6352-006-901

OWNER(S): MONTEBELLO CITY

DEED REFERENCE: DOC. NO.



ATTACHMENT B

RESOLUTION NO. 24-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, GRANTING AN EASEMENT ON CITY-OWNED LAND, CHET HOLIFIELD PARK WITHIN LOT 63 OF EL CARMEL TRACT, TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES

RECITALS

WHEREAS, Southern California Edison (“SCE”) has requested that the City of Montebello (“City”) grant an easement (Exhibit “A” & “B”) on City-owned property, Chet Holifield Park, located near the intersection of Greenwood Avenue and Frankel Avenue on Lot 63 of El Carmel Tract per map recorded in book 7, pages 134 and 135 recorded in the office of Los Angeles County. The easement is for the construction, installation, use, maintenance, and operation of electrical and communication equipment to supply power to Dish Telecommunications equipment.

WHEREAS, Dish Telecommunications has leased space for its equipment with Crown Castle Communication. The City of Montebello has already a ground lease agreement with Castle Communication. Therefore, the easement with Edison is needed in order to provide electrical power to the Dish Communication equipment.

WHEREAS, the City of Montebello (“City”) is the record owner of the real property, the Chet Holifield, located at Lot 63 of El Carmel Tract, located in the City as depicted in Exhibit “B”, each attached hereto and incorporated herein by this reference (the “Easement Property”); and

WHEREAS, the City and Southern California Edison agree the easement is necessary to provide electric power services to the Dish Telecommunication equipment.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. AUTHORITY. The City of Montebello finds that the grant of the easement is appropriate in order to protect the City’s right of access over the easement property while simultaneously allowing Southern California Edison to provide the necessary electric power services to Dish Telecommunications equipment.

SECTION 2. ADOPTION. The City of Montebello approves the grant Easement (Exhibit “A”), for the construction, installation, use, maintenance, and operation of electrical and communication equipment for the purpose of supplying electrical power to the Dish Telecommunication facilities on the easement property, in substantially the form submitted and attached hereto as Exhibit “A & B”.

SECTION 3. STATEMENTS. The City of Montebello finds that in accordance with the California Environmental Quality Act (“CEQA”) Guidelines, Section 15061(b)(3), granting Southern California Edison the Easement for the construction, installation, use,

RESOLUTION NO. 23-80

Page 2 of 3

maintenance, and operation of electrical and communication equipment to provide electrical power to Dish Telecommunications equipment are exempt from CEQA in that it can be seen with certainty that granting of a utility easement will not have a significant effect on the environmental.

SECTION 4. Public Officials and Employees Designated. Authorizes the City Manager, or his/her designee, to sign the Easement for the construction, installation, use, maintenance, and operation of electrical and communication equipment to provide electrical power to Dish Telecommunications equipment to Southern California Edison on behalf of the City.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24th DAY OF APRIL 2024.

Scarlet Peralta, 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. 24-25 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 24th day of April 2024 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 23-80

Page 3 of 3

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



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Compton	SERVICE ORDER TD2101401	SERIAL NO.	MAP SIZE
SCE Company		GVM LT-9661-B1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 6352-005-902	VEGETATION & LAND MANAGEMENT (M.A.R. / S.L.H.)	SLS/BT	03/02/2024

CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications for SCE's internal utility purposes (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 63 OF EL CARMEL TRACT, AS PER MAP RECORDED IN BOOK 7, PAGES 134 AND 135 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GREENWOOD AVENUE, 85.00 FEET WIDE, AS IT NOW EXISTS, WITH THE NORTHEASTERLY LINE OF SAID LOT 63; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 63, SOUTH 63°38'00" EAST 170.70 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID LOT 63, SOUTH 21°03'27" WEST 10.19 FEET; THENCE SOUTH 81°08'20" WEST 15.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE NORTHEASTERLY LINE OF SAID LOT 63 AND TO JOIN AT THE ANGLE POINT.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee shall not use the easement for any purpose which is not authorized under this Grant of Easement, nor shall Grantee assign, transfer, lease, license, or grant permission to for a third-party to use the easement without the express written consent of the Grantor. Any unauthorized use of the easement by Grantee or a third-party without the prior express written consent of the Grantor shall result in the unauthorized assignment, transfer, lease, license, or grant of permission being void and the Grantee's rights under the easement shall terminate unless Grantee cures such authorized use within thirty (30) days of receiving notice from Grantor. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20____.

GRANTOR

CITY OF MONTEBELLO, a municipal corporation

Signature

Print Name

Title

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 _____)

On _____ before me, _____, a Notary Public, personally

appeared _____, 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 _____ (Seal)

EXECUTED this _____ day of _____, 20_____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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 _____)

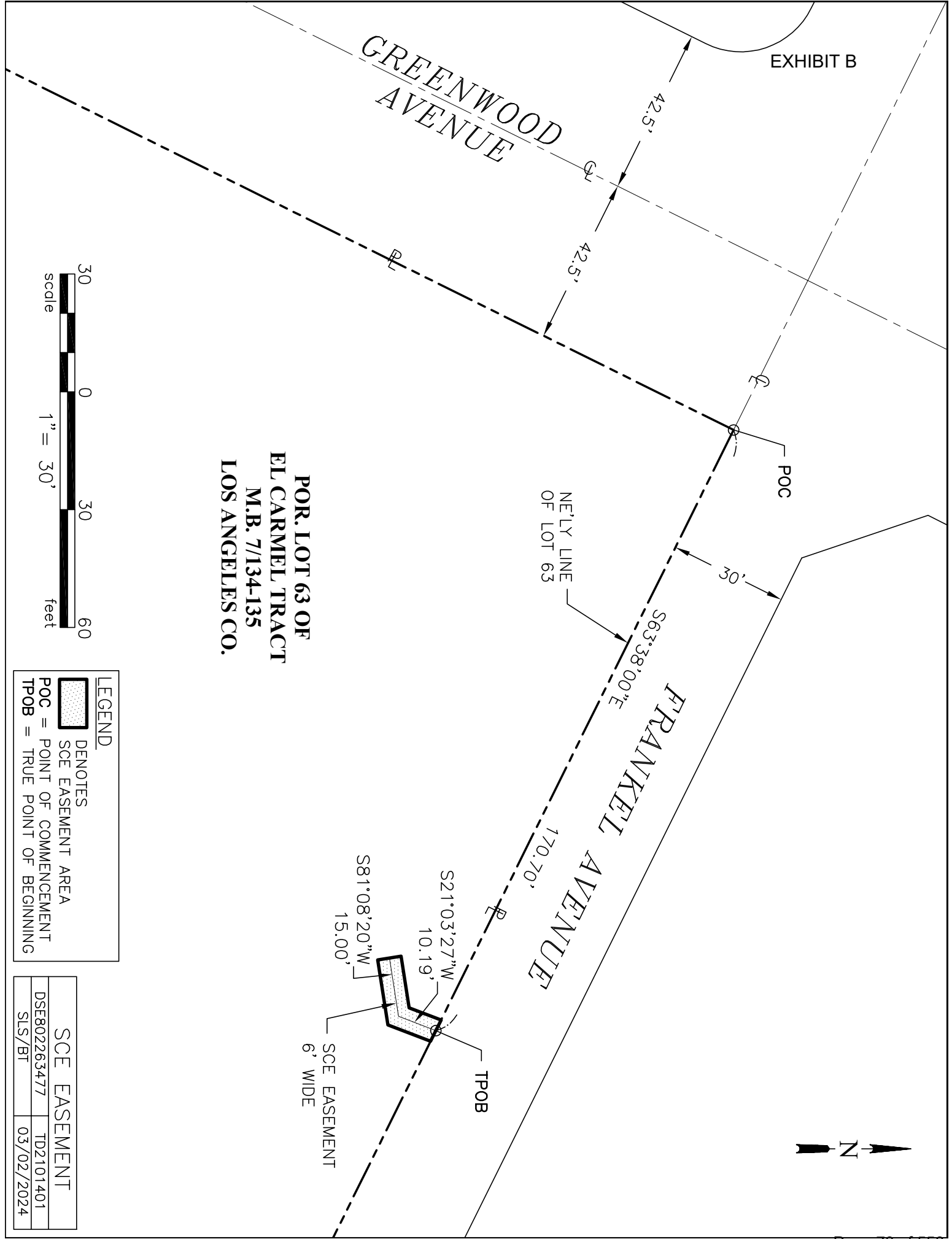
On _____ before me, _____, a Notary Public, personally

appeared _____, 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 _____ (Seal)





ITEM # 8

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) NO. 24-04 BETWEEN THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AND THE CITY OF MONTEBELLO FOR SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE, AND FOR NOTIFICATION FROM THE CITY TO THE DISTRICT OF ANY FUTURE MODIFICATIONS TO THE EXISTING RECYCLED WATER SYSTEM**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Memorandum of Understanding (MOU) No. 24-04 between the Central Basin Municipal Water District and the City of Montebello for supplying recycled water to the Montebello Golf Course, and for notification from the City of Montebello to the District of any future modifications to the existing recycled water system; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There will be no fiscal impact since there is no adjustment to the terms of existing Agreement No. 3037 (Attachment A) between the City of Montebello and the Central Basin Municipal Water District established on January 28, 2015. That initial agreement is for supplying recycled water and for the construction of the recycled water facilities for distribution of recycled water to the Montebello Golf Course. The proposed Memorandum of Understanding No.24-04 serves primarily to ensure proper notification from the City of Montebello is provided to the District should there be any future plans to modify the existing recycled water system.

BACKGROUND/DISCUSSION:

On January 28, 2015, the City of Montebello entered into an agreement with the Central Basin Municipal Water District to facilitate the use of recycled water at the Montebello Golf Course for irrigation purposes (Agreement No. 3037, Attachment A). The purpose of that Agreement was to conserve potable water and help the City transition from potable water to recycled water for irrigation at the Golf Course.

The transition consisted of the construction of recycled water facilities at the Golf Course, financing of recycled water facilities, and purchase of recycled water from the District for irrigation at the Golf Course. In order to construct the recycled water facilities, the Central Basin Municipal Water District agreed to loan the City an amount of \$615,000. The payments of the loan consist of a two hundred and fifty dollar (\$250) charge for every acre-foot (AF) of recycled water provided by the District to the City of Montebello until the loan is paid in full. The remaining balance of the loan as of June 30, 2023, is \$136,697.

The attached Memorandum of Understanding (MOU) No. 24-04 incorporates the responsibilities, general conditions, and procedures established between the Central Basin Municipal Water District and the City of Montebello which indicates that after the loan is paid in full, the City will own the on-site recycled water facilities up to the point of the recycled water meter shown in Attachment B. In addition, the City is responsible for notifying the District of any planned changes to the recycled water system and obtaining the District's approval of the changes.

The terms of this MOU shall commence on April 24, 2024, and remain in effect until terminated by further written notice.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council approve the Memorandum of Understanding between the Central Basin Municipal Water District and the City of Montebello. The MOU primarily governs when the City will notify the District of any plan modifications before any construction to the existing recycled water on-site. Furthermore, the City agrees to submit plans or any revisions to the Central Basin Municipal Water District for review and approval. This MOU does not impact the terms of Agreement No. 3037 which provided for the installation of recycled water infrastructure at the Golf Course, the supply of recycled water to the Golf Course, and the repayment of the \$615,000 loan for implementing the project.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - MOU No. 24-04 City of Montebello

NEXT STEPS:

N/A

MEMORANDUM OF UNDERSTANDING (MOU) No. 24-04

BETWEEN THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AND THE CITY OF MONTEBELLO FOR SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE, AND FOR NOTIFICATION FROM THE CITY TO THE DISTRICT OF ANY FUTURE MODIFICATIONS TO THE EXISTING RECYCLED WATER SYSTEM

This Memorandum of Understanding (MOU) is made on April 24, 2024, between the Central Basin Municipal Water District (District) and the City of Montebello (City) on this day of April 2024.

Whereas the District has a current agreement – Agreement 2015-26 (Exhibit “A”) – with the City with effective date January 28, 2015, for the supply of recycled water to the Montebello Golf Course.

Whereas the City will pay back the loan from the District to the City for financing the cost of constructing recycled water facilities to distribute recycled water to the Montebello Golf Course in the total amount of Six Hundred and Fifteen Thousand Dollars (\$615,000.00) with remaining balance of \$136,696.80 as of June 30, 2023.

Whereas the loan repayments are deducted from the recycled water monthly invoices based on recycled water usage and interest on the balance increases for each month a payment is not made.

Whereas the City will own the on-site recycled water irrigation facilities up to the point of the recycled water meter, as illustrated in Exhibit “B”, AFTER the said loan is paid in full.

Whereas the City will notify the District of plan modifications to the existing recycled water on-site retrofit system and submit plans to the District for review.

Whereas the District will coordinate with Los Angeles County Department of Public Health on the behalf of the City for shutdown tests, plan submittal, and site inspections.

Whereas the City cannot utilize recycled water on-site until the District receives approval from Los Angeles County Department of Public Health (LACDPH).

In Witness Whereof, the Parties hereto have caused this MOU to be executed on the date first written above.

CITY OF MONTEBELLO

Raul Alvarez, City Manager

Date

MEMORANDUM OF UNDERSTANDING (MOU) No. 24-04

Page 2 of 2

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Robert Baker, General Council

Date

Dr. Alejandro Rojas, General Manager

Date

**CITY OF MONTEBELLO
AGREEMENT NO. 3037**



**AGREEMENT 2015-26
BETWEEN
THE CITY OF MONTEBELLO
AND
CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR
SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE**

THIS AGREEMENT ("Agreement") is effective as of this 28th day of Jan 2015 ("Effective Date"), by and between the City of Montebello ("Montebello") and Central Basin Municipal Water District (the "District") to facilitate the use of recycled water at Montebello Golf Course for irrigation purposes.

RECITALS

WHEREAS, the District desires to conserve potable water supplies within its territorial boundaries by providing recycled water where feasible;

WHEREAS, due to the comparatively stable supply of recycled water during drought conditions and the anticipated ongoing trend of recycled water costs being below potable supplies, Montebello desires to transition from potable water to recycled water for irrigation at the Golf Course;

WHEREAS, as used in this Agreement, "recycled water" means water as defined by California Water Code Section 13050(n) and treated in accordance with water recycling criteria set forth by Title 22 of the California Code of Regulations;

WHEREAS, Montebello desires to purchase recycled water from the District for irrigation at the Montebello Golf Course (the "Golf Course") and anticipates 200 to 250 acre-feet of recycled water usage per year;

WHEREAS, the District owns a recycled water main that may provide recycled water to the Montebello Golf Course upon construction of recycled water facilities at the Montebello Golf Course;

WHEREAS, the District and Montebello (referred to herein individually as "Party" and collectively as the "Parties") agree that an Infrastructure Need and Feasibility Study shall be conducted prior to undertaking construction of recycled water facilities, and the Parties agree to share the costs of commissioning said study;

WHEREAS, Montebello intends to construct recycled water facilities to connect the Montebello Golf Course's irrigation system to the District's recycle water main;

WHEREAS, the District is willing to finance, in part, Montebello's construction of said facilities; and

WHEREAS, upon completion of the recycled water facilities at the Montebello Golf Course and connection of said facilities to the District's recycled water main, Montebello desires to purchase recycled water from the District for irrigation of the Montebello Golf Course.

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for the Parties' obligations regarding:

1. Construction of recycled water facilities at the Golf Course;
2. Financing of recycled water facilities construction at the Golf Course; and
3. Purchase of recycled water from the District for irrigation purposes at the Golf Course.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until the Agreement is terminated pursuant to Section 7 of this Agreement.

SECTION 3. Construction of Recycled Water Facilities.

- A. Montebello shall be responsible for construction of recycled water facilities (including any retrofitting of the existing water lines) necessary for the use of recycled water for irrigation at the Golf Course. Montebello shall be solely responsible for inviting bids from contractors; for reviewing, selecting, and contracting with contractors; and the management and completion of any and all construction, including the connection of recycled water facilities to the District's recycled water main.
- B. Connection of the Golf Course irrigation to the District's recycled water line shall be subject to the District's inspection and approval.
- C. The District shall have no obligation to the contractor Montebello contracts with to construct recycled water facilities, nor shall the District be subject to any liability arising from Montebello's agreement with the contractor it retains to construct the recycled water facilities.
- D. The construction of water facilities shall be in accordance with Exhibit "B", which reflects each party's respective ownership of recycled water lines used to facilitate the connection of the District's line to the Golf Course. Extension of the District's existing recycled water line to the Golf Course shall be the District's responsibility and property.

SECTION 4. Financing Terms

- A. Pursuant to this Section 4, the District shall provide post-construction financing of Montebello's costs incurred in the construction of recycled water facilities. "Costs incurred" shall be limited to costs indicated in the Cost Estimate (Exhibit "A"). Costs incurred shall not include Montebello's overhead and staff time.
- B. Montebello shall maximize existing grant funds and rebates (including, but not limited to the Metropolitan Water District recycled water retrofit rebate) to fund construction and retrofitting of recycled water facilities at the Golf Course.
- C. The District shall loan to Montebello the principal sum of up to Six Hundred and Fifteen Thousand Dollars (\$615,000.00) to finance the cost of constructing said recycled water facilities, after:
 - 1. Montebello submits supporting documentation to the District, verifying Montebello's Costs Incurred (as described in Section 4.A. above), and indicating the Items (enumerated and described in Exhibit "A") for which the costs were incurred; and
 - 2. Costs Incurred are not disputed by the District within (30) days of receiving Montebello's request for financing.
- D. Montebello may request drawdowns, no more than once a month, up to the total loan amount after Montebello submits supporting documents as described in Section 4.C.1 above. The District shall release "drawn" amounts within thirty (30) days of receiving requests, along with supporting documents. Requests shall indicate whether Montebello wishes to receive payments via check or Automatic Clearing House (ACH) direct deposit to Montebello's bank account.
- E. The principal shall be subject to a two percent (2%) annual interest charge, calculated daily and compounded monthly. Interest shall accrue on any "drawn" amounts, commencing when the District issues payments.
- F. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line and the commencement of Montebello's use of recycled water pursuant to this Agreement, Montebello shall repay the loan in the form of a Two Hundred and Fifty Dollar (\$250.00) charge for every acre-foot (AF) of recycled water provided by the District to Montebello, until the balance of the loan is paid. Payments shall be applied first to interest. Payment pursuant to this Section 4 shall be in addition to the recycled water rate charged pursuant to Section 5 below.
- G. Notwithstanding Section 4.F immediately above, Montebello may prepay financed amounts at any time without penalty.

- H. Montebello shall, within thirty (30) days of receiving any grant funds from Metropolitan Water District or other sources, remit all grant funds to the District as repayment of amounts financed pursuant to this Section 4.

SECTION 5. Purchase of Recycled Water

- A. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line, the District shall supply recycled water to Montebello pursuant to this Section 5.
- B. Montebello shall pay the District the applicable recycled water rate as approved by the District's Board of Directors.
- C. Each twelve-month period, commencing with the date Montebello first uses recycled water at the Golf Course and during which Montebello carries a balanced owed pursuant to the financing terms of Section 4 above, Montebello shall purchase a minimum of one hundred and fifty (150) AF of recycled water from the District or pay an equivalent amount determined pursuant to Section 5D.
- D. If Montebello's recycled water consumption pursuant to this Agreement is less than one hundred and fifty (150) AF per twelve-month period (as described in Section 5.C above), Montebello shall pay the District for the difference, in an amount equal to the cost of reaching recycled water consumption of 150 AF, charged at the District's then-current recycled water rate, plus the \$250.00 per AF loan repayment amount pursuant to Section 4.F.
- E. Montebello acknowledges that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to Montebello. Montebello releases the District for and waives any past, current, and future claims, arising from an interruption of recycled water supply, or for the District's reductions in the volume of recycled water available at any given time to Montebello. The District will not be liable for any costs or damages incurred by Montebello arising out of or relating to any interruption in service or limitation of availability due circumstances beyond the District's control. The District will use its best efforts to reestablish the availability of recycled water to Montebello. Montebello acknowledges that a standby water supply may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the District.

SECTION 6. Indemnification.

- A. Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee

arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement), except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement).

B. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement (or any consultant or contractor agreement executed pursuant to this Agreement) to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

C. This Section 7 survives the termination of this Agreement.

SECTION 7. Default and Termination.

A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.

B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party.

- C. Termination for Convenience. Montebello may terminate this Agreement without cause, and for its sole convenience, upon ninety (90) days written notice to the District. In the event of such termination, Montebello agrees to repay the then unpaid principal balance of the loan, within twenty-four (24) months from the date of termination, plus any interest which has or may accrue thereon until the entire loan is repaid.
- D. Termination for Failure to Take Water. If Montebello fails to commence taking water within 12 months of the date of Montebello's first draw on the loan described in Section 4 above, the District may terminate this Agreement by providing Montebello with a Notice of Default and Termination. The District shall not be required to provide Montebello with the opportunity to cure as described in Section 7.A. above. If the District terminates this Agreement pursuant to this Section 7.D., Montebello shall repay the amount loaned, plus associated interest, within 24 months of the date of the Notice of Default and Termination.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. Notwithstanding the indemnification provisions outlined in Section 7 above, if any action, at law or in equity, is brought to enforce or to interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the pursuit or defense of said action, in addition to other relief that may be sought and awarded. This Section 10.B shall survive the termination of this Agreement.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Central Basin Municipal Water District shall be addressed to: Central Basin Municipal Water District, 6252 Telegraph Road, Commerce, California 90040, Attn: General Manager.

C. Notice to the City of Montebello shall be addressed to: City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640, Attn: City Administrator.

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

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

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement and Exhibits.

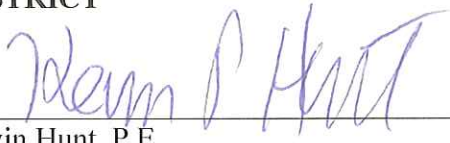
This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

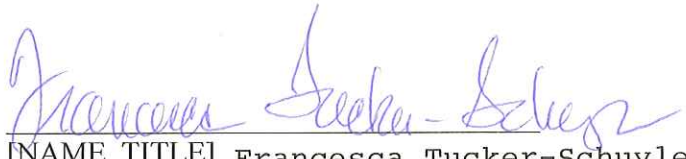
[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

CENTRAL BASIN MUNICIPAL WATER DISTRICT


Kevin Hunt, P.E.
Interim General Manager
Date: 2/13/2015

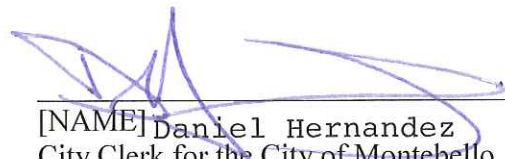
CITY OF MONTEBELLO


[NAME, TITLE] Francesca Tucker-Schuyler
City Administrator
Date: 1/29/2015

ATTEST:


Margarita Gomez
[TITLE] Board Secretary

ATTEST:


[NAME] Daniel Hernandez
City Clerk for the City of Montebello

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
Interim General Counsel

APPROVED AS TO FORM:


City Attorney for the City of Montebello
Raul F. Salinas

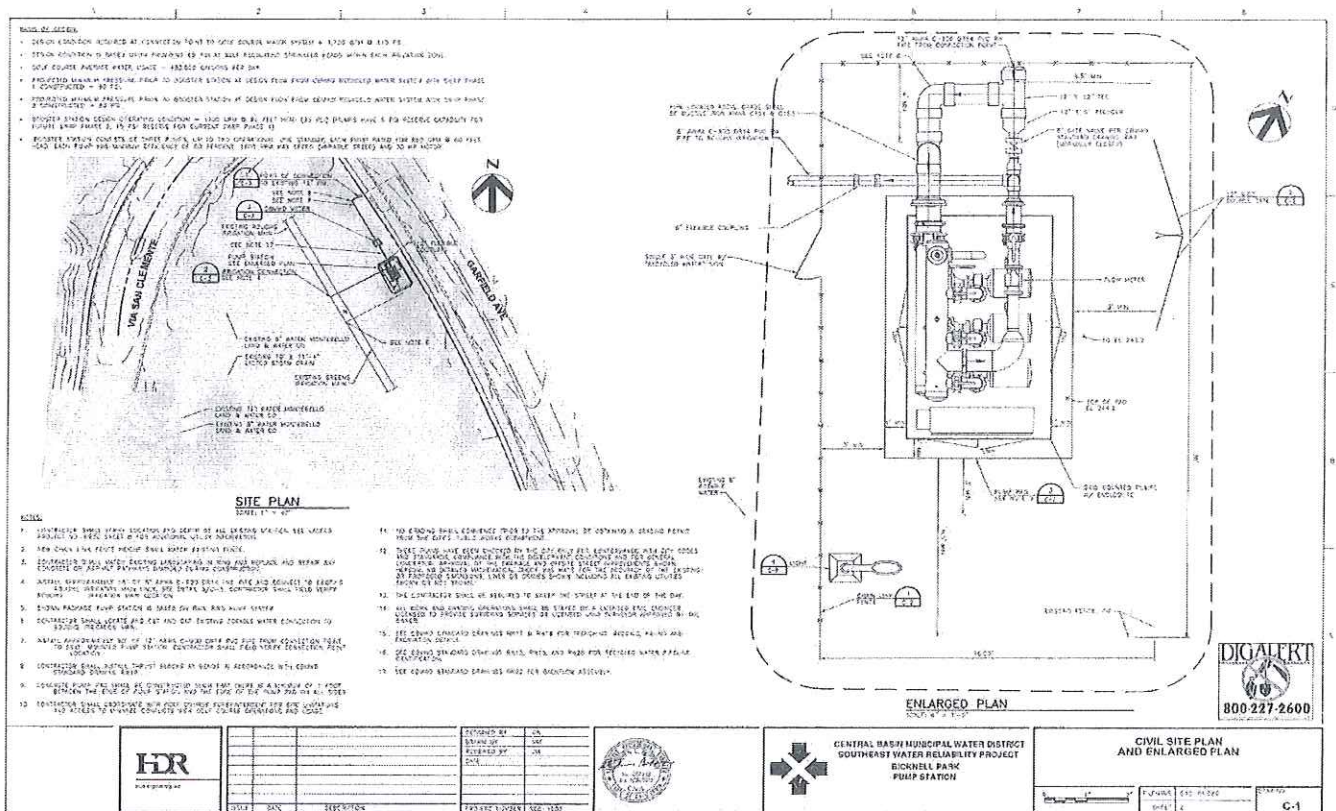
City of Montebello - Montebello Municipal Golf Course Recycled Water System - Conceptual Cost Estimate					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization and Set Up, Bonds & Insurance Related to Pipeline & Appurtenance Construction & Water Service Reconnection	1	LS	\$10,000	\$10,000
2	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from Meter to Pump Station, as Indicated on the Plans and in the Specifications	200	LF	\$150	\$30,000
3	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from the Pump Station to the Irrigation System Connection, as indicated on the Plans and in the Specifications	100	LF	\$150	\$15,000
4	Replace All AC Pavement, Concrete Pavement, Concrete Sidewalk, Curb & Gutter & Landscaping Impacted in Accordance with City Standards & the Plans & Specifications	1	LS	\$3,000	\$3,000
5	6" Recycled Water Meter in Vault Furnish & Install New Recycled Water Meter & Vault Complete in Place, Along with All Appurtenances as indicated on the Plans and in the Specifications	1	EA	\$20,000	\$20,000
6	Recycled Water Pipe Identification All New Recycled Water Pipe or Existing Water Pipe Exposed During Construction shall be Clearly Identified as Recycled Water Pipe Per CA Department of Public Health Requirements	1	EA	\$1,000	\$1,000
7	Remove Existing Double Detector Check Backflow Prevention Device Remove Existing Backflow Prevention Device as indicated on the Plans and in the Specifications	1	EA	\$1,000	\$1,000
8	Install New 8" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Quiet Cannon Connection, as Indicated on the Plans and in the Specifications	1	EA	\$16,000	\$16,000
9	Install New 2.5" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment on the Service Line to the Maintenance Building, as Indicated on the Plans and in the Specifications	1	EA	\$3,000	\$3,000
10	Cut & Cap Potable Water Pipe Below Grade Cut & Cap Existing Potable Water Line Below Grade at the Garfield Avenue Connection, as Indicated on the Plans and in the Specifications	2	EA	\$3,000	\$6,000
11	Install New 6" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Garfield Avenue Connection, as indicated on the Plans and in the Specifications	1	EA	\$7,500	\$7,500
12	Install New 12" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Service Line to the Hotel, Quiet Cannon and the Fire Pumps, as Indicated on the Plans and in the Specifications	1	EA	\$15,000	\$15,000
13	Cut & Cap Irrigation System Near Well Cut & Cap Any Irrigation Lines Located Within 50 Feet or Less from the Existing Well Onsite	1	LS	\$3,000	\$3,000
14	Booster Pump Station Install Booster Pump Station Including Electrical Service line and Motor Control Equipment	1	LS	\$250,000	\$250,000
15	Site Preparation & Access Road Site Grading, Paving and Fencing and Access Road Grading and Paving	1	LS	\$75,000	\$75,000
Subtotal Construction					\$455,500
Construction Contingency (15%)					\$68,325
Finalization of Design (70% to 100%)					\$20,000
Environmental Documentation (Assume Mitigated Negative Declaration)					\$25,000
Construction Management & Inspection					\$45,600
Total Conceptual Project Cost					\$614,425

Bucknam & Associates Inc. 073014

EXHIBIT B

Central Basin Municipal Water District Recycled Water System Montebello Municipal Golf Course

The Central Basin Municipal Water Districts' (CBMWD) ownership and responsibility for Design and Construction costs of the Recycled Water Service Line and Meter Assembly; shall be from the Point of Connection to the Districts' Recycled Water System as shown on Sheet C-1 (Detail 1- C-3) to the CBMWD Meter (Detail 3-C-3) of the "Bicknell Park Booster Pump Station," Drawings, prepared by HDR Engineering, dated April 27, 2012 (Attached Below).



Montebello Golf Course Meter and Pump Station Detail





ITEM # 9

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC FOR A ONE YEAR EXTENSION**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension and increase the annual not-to-exceed amount from \$45,000 to \$50,000; 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 tasked Berokoff Electric (consultant) to perform City-wide On-Call Electrical Services. This on-call work was budgeted in the current fiscal year. Staff is requesting the execution of Amendment No.1 for the total not-to-exceed cost of \$50,000 for Fiscal Year 2023-24 for On-Call Electric Services, and to extend the term of the agreement by one (1) year. The Contract is managed by the Department of Public Works and funded through the Public Works and Transit Department budgets.

Funding for this work exists in both the Public Works and Transit Department budgets, with the additional \$5,000 in expected additional work required for Transit facilities. No budget amendment is needed as sufficient funding exists in the Transit budget for this additional work. Staff will develop the FY 2024-25 budget to include sufficient funding for these services.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City executed an agreement with Berokoff Electric for On-Call Electric Services in an annual not-to-exceed amount of \$45,000. From this agreement, \$35,000 was allocated for general building maintenance purposes (non-Transit City facilities), and \$10,000 was allocated for Transit building maintenance.

For the past three years, Berokoff Electric has provided electrical services to City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending the City Council exercise the one-year term extension option under SECTION 2 of Agreement No. 3860 (Attachment B).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of Amendment No. 1 to Professional Services Agreement No. 3860 with Berokoff Electric to extend the term by one (1) year and increase the total, annual not-to-exceed amount to \$50,000 (from \$45,000) and authorize the City Manager to execute Amendment No. 1 (Attachment A). No Fiscal Year 2023-24 budget adjustment is needed and Staff will include sufficient funding for these services in the Fiscal Year 2024-25 budget.

ATTACHMENT(S)

1. Attachment A - Agr No. 3860 Amendment 1 - Berokoff Electric
2. Attachment B - Agr No. 3860 - Berokoff Electric

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3860
WITH BEROKOFF ELECTRIC

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 24th day of April 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Berokoff Electric, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Electrical Services by and between the City of Montebello and Berokoff Electric, dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

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. "Services/Compensation." The city agrees to increase the annual not-to-exceed amount from \$45,000 to \$50,000 for the Professional Services set in the agreement.

SECTION 2. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3860, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on March 9, 2021, is hereby extended, and the Agreement will now terminate on March 8, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Electrical Services by Berokoff Electric.

AMENDMENT NO. 1 TO AGREEMENT NO. 3860

Page 2 of 3

SECTION 2. 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]

AMENDMENT NO. 1 TO AGREEMENT NO. 3860

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

BEROKOFF ELECTRIC

Raul Alvarez, City Manager

John P Berokoff, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3860

BY AND BETWEEN

CITY OF MONTEBELLO AND

BEROKOFF ELECTRIC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Berokoff Electric, a sole proprietorship (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$24,500.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by CITY ("Effective Date") and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by CITY upon request.

SECTION 4. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee

<http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each

worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

The City Manager, and/or his/her authorized designee, shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager and/or his/her authorized designee.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either Party, the non-defaulting Party may terminate the

Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in

any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to CITY. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the

services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the Parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

David Sosnowski
Director of Recreation & Community Services
Recreation & Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO
("CITY")



René Bobadilla, City Manager

BEROKOFF ELECTRIC
("CONTRACTOR")


(Signature)

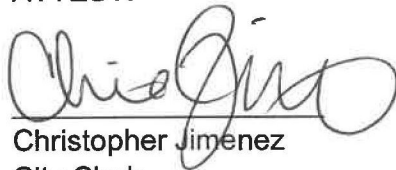
Printed Name

Title: owner

Dated: 3/9/2021

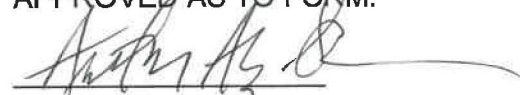
Dated: 3/10/21

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: Berokoff ElectricContractor License #: C-10 434107Department of Industrial Relations #: PW-LR-1000454198

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ <u>70.00</u> /hr	\$ <u>90.00</u> /hr	\$ <u>100.00</u> /hr
Supervisory/Hour	\$ <u>100.00</u> /hr	\$ <u>120.00</u> /hr	\$ <u>130.00</u> /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ <u>200.00</u> /hr	\$ <u>220.00</u> /hr	\$ <u>230.00</u> /hr
Regular Crane w/ labor	\$ /hr	\$ /hr	\$ /hr
Crane 30 feet + w/labor	\$ /hr	\$ /hr	\$ /hr
Materials Markup: <u>50.0</u> %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: John BerokoffSignature: [Signature]Date: 2/24/2021



ITEM # 10

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC INC.

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3861 between the City of Montebello and Graphic Electric to increase the annual not-to-exceed amount from \$45,000 to \$70,000 and add "Section 2 Term" to the agreement indicating an initial expiration date of June 30, 2025; 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 requesting the execution of Amendment No.1 to Agreement No. 3861 with Graphic Electric for on-call electrical services provided citywide. The amendment would increase the annual not-to-exceed amount from \$45,000 to \$70,000 and include a "Term" section detailing the expiration date and renewal terms. A "Term" section was not included in the original agreement. To align the agreement to the City's standard practice of a three-year term with an option of two (2) one-year term extensions, Staff has added the missing language to the Amendment (Attachment A). The amendment will extend the initial term to June 30, 2025 (exercising the first one year extension) and provide the option of one additional one (1) year extension.

The agreement is being managed by the Department of Public Works and funded through the Public Works and Transit budgets. For the amendment of this contract, the Department of Public Works is requesting an additional \$15,000 and Transit is requesting

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

Page 2 of 2

an additional \$10,000 in allocations for On-Call Electrical services --increasing the annual not-to-exceed amount to \$70,000. Expenses related to this work have been budgeted in the current fiscal year in the amounts of \$50,000 from account 100-30-510-6040.10 and \$20,000 from 600-90-915-6040.10. The Fiscal Year 2024-25 budget will be developed to include sufficient funding for these services in the Public Works and Transit Departments.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City entered into an agreement with Graphic Electric Inc. for On-Call Electric Services for an annual not-to-exceed amount of \$45,000 (\$35,000 allocated for general building maintenance purposes and \$10,000 allocated for Transit building maintenance).

For the past three years, Graphic Electric Inc. has provided City-wide electrical services to City buildings on an as-needed basis. The contractor has proven that it is able to take on larger projects that require particular equipment and training. Due to their responsive and satisfactory performance, Staff is recommending that the City continues to use Graphic Electric for On-Call Electrical Services.

The proposed Amendment No. 1 (Attachment A) to Agreement No. 3861 will extend the term of service to June 30, 2025, and provide for a one (1) year extension if mutually agreed to. In addition, the annual not-to-exceed amount will increase to \$70,000 based on Citywide electrical service needs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 (Attachment A) of Agreement No. 3861 with Graphic Electric.

ATTACHMENT(S)

1. Attachment A - Agr No. 3861 Amendment 1 - Graphic Electric
2. Attachment B - Agr No. 3861 - Graphic Electric, Inc.

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3861
WITH GRAPHIC ELECTRIC, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 24th day of April 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Graphic Electric, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Electrical Services by and between the City of Montebello and Graphic Electric, Inc., dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, Three (3) years ago, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the term of the contract should be defined; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

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. "Services/Compensation." The city agrees to increase the annual not-to-exceed amount from \$45,000 to \$70,000 for the Professional Services set in the agreement.

SECTION 2. The Parties hereby wish to amend the Agreement adding a "Term" provision as SECTION 2, succeeding the "SERVICES/COMPENSATION" provision, amending the sequence of numbering for respective provisions of the Agreement. The "Term" provision shall read as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3861

Page 2 of 3

“SECTION 2. Term. The term of this Agreement shall begin upon the day of execution of this Agreement and terminate on June 30, 2025, unless terminated earlier. This Agreement may be extended for up to one (1) additional year term upon such terms and conditions mutually agreed upon by Parties in writing.”

The term outlined in this amendment is in accordance with the City's standard procedures. The City's desire to continue this agreement demonstrates the City's commitment to the continued provision of On-Call Electrical Services by Graphic Electric.

SECTION 2. 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]

AMENDMENT NO. 1 TO AGREEMENT NO. 3861

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

GRAPHIC ELECTRIC, INC.

Raul Alvarez, City Manager

S Chase Navarro, Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3861

BY AND BETWEEN

CITY OF MONTEBELLO
ANDGRAPHIC ELECTRIC,
INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Graphic Electric, Inc., a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division

such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance

any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to CITY. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

the duty to properly supervise and coordinate the work of employees, assignees, delegates or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO
("CITY")



René Bobadilla, City Manager

GRAPHIC ELECTRIC, INC.
("CONTRACTOR")



(Signature)

S. Chase Navarro

Printed Name

Title: VP

Dated: 3/9/2021

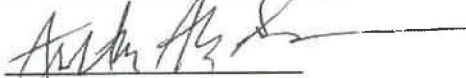
Dated: 3-19-2021

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: GRAPHIC ELECTRIC, INC.

Contractor License #: C-10 #366293 EXP. 11/30/2022

Department of Industrial Relations #: 1000021014 EXP. 6/30/2021

Wage rates are based on
prevailing wages rates as of
2/10/2021

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 95.00 /hr	\$ 112.00 /hr	\$ 190.00 /hr
Supervisory/Hour	\$ 115.00 /hr	\$ 135.00 /hr	\$ 230.00 /hr
Automation Technician	\$128.00 /hr	\$175.00 /hr	\$256.00 /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ /hr	\$ /hr	\$ /hr
Regular Crane w/ labor	\$ /hr	\$ /hr	\$ /hr
30' Art Boom w/ labor	\$ 175.00 /hr	\$ 195.00 /hr	\$ 290.00 /hr
32' Electric Scissor Lift w/ labor	\$165.00 /hr	\$185.00 /hr	\$280.00 /hr
Materials Markup:	15 %		

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: Chase Navarro, VP

Signature: Chase Navarro
Date: 02/10/2021



ITEM # 11

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: ADOPT ORDINANCE NO. 2474 APPROVING THE DOWNTOWN
MONTEBELLO SPECIFIC PLAN AND ZONE CHANGE**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to this action. However, subsequent development as envisioned by the Downtown Montebello Specific Plan has the potential to increase assessed value of property within the City, as well as enhance sales tax generating abilities. Future economic development efforts could enhance revenue generation, increasing available resources to be used to provide essential services to the community.

BACKGROUND/DISCUSSION:

The effort to comprehensively update the current General Plan (the “1973 General Plan”) for the City of Montebello began in the Fall of 2020. The Montebello 2040 General Plan Update (the “2040 General Plan”) creates the vision, goals, and policies for future development within the City. As part of this process, staff concurrently began working on the Downtown Montebello Specific Plan (the “Downtown Specific Plan” or “DMSP”). The DMSP will, among other things, establish land use regulations and standards regarding future development within downtown Montebello, which is generally bounded by Greenwood Avenue on the west, Los Angeles Avenue on the south, the Rio Hondo

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Channel on the east, and Cleveland Avenue on the north. The boundaries of the DMSP are identified in Figure D.3 (Downtown Boundary Map) included on page 58 of Attachment G.

In March 2023, preparation of the Bicycle Master Plan (the “Bike Plan”) began with direction from the City Council to create a comprehensive plan that would enhance mobility in the City and complement the General Plan and DMSP. The Bike Plan establishes the City’s vision and comprehensive approach to improving bicycling in Montebello. The Bike Plan includes, among other things, a vision for the City to promote and enhance cycling in Montebello for its residents, workers, and visitors of all ages and abilities. The Bike Plan serves to improve bicycling throughout Montebello by aiding in the development of a connected citywide bicycle network, improving nonmotorized access to important destinations, increasing connectivity across barriers and conflict points, providing bicycling connectivity to public transit, and enhancing safety and comfort for people of all ages and abilities who want to bicycle in the City. Please see Attachment F for the proposed Bike Plan.

From October 2020 through April 2024, there have been approximately 32 public outreach meetings held as part of the community engagement and processing of the 2040 General Plan, Bike Plan, and Downtown Specific Plan. These community engagement efforts included 13 meetings before the decision-making bodies, 19 public workshops/focus group meetings, and two (2) separate surveys. The following is intended to provide a summary of the above-referenced community engagement:

SUMMARY OF PUBLIC MEETINGS AND COMMUNITY OUTREACH

DATE	DESCRIPTION
10/06/2020	Joint City Council and Planning Commission Meeting: Launch the General Plan Update and Downtown Montebello Specific Plan
03/25/2021	Focus Group Meeting No. 1: Our Active Community and Our Creative Community
04/01/2021	Focus Group Meeting No. 2: Our Prosperous Community
04/08/2021	Focus Group Meeting No. 3: Our Natural, Healthy, and Safe Community
04/15/2021 through 06/15/2021	General Plan Survey (over 700 survey responses received)
05/17/2021	Focus Group Meeting No. 4: Our Well-Planned and Accessible Community
06/01/2021	Joint City Council and Planning Commission Meeting: Economic Development and Fiscal MRI Presentation
06/17/2021	Joint Planning Commission/Housing Element Task Force Meeting No. 1
06/21/2021	Visioning Workshops (two workshops held at noon and 6:00 p.m.)

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06/22/2021	Visioning Workshops (two workshops held at noon and 6:00 p.m.)
06/23/2021	Visioning Workshops (two workshops held at noon and 6:00 p.m.)
06/24/2021	Visioning Workshops (two workshops held at noon and 6:00 p.m.)
07/15/2021	Joint Planning Commission/Housing Element Task Force Meeting No. 2
08/26/2021	Joint Planning Commission/Housing Element Taks Force Meeting No. 3
09/08/2021	City Council Meeting: Presentation on the General Plan Update, Downtown Montebello Specific Plan, and Draft 2021-2029 Housing Element
01/20/2022	Focus Group Meeting No. 5: Our Healthy and Safe Community
02/17/2022	Focus Group Meeting No. 6: Our Natural, Creative, and Active Community
06/22/2022	City Council: Adoption of the 6 th Cycle Housing Element (2021-2029)
10/26/2022	City Council: Bike Master Plan Presentation
04/10/2023	City Council: Budget Amendment to Professional Services Agreement for General Plan Update and Bike Master Plan
06/13/2023	Planning Commission Meeting: Public Scoping Meeting for the Notice of Preparation for an Environmental Impact Report for the General Plan Update and Downtown Montebello Specific Plan
07/17/2023	Bike Master Plan Online Survey (30-days)
07/18/2023	Planning Commission Meeting: Update regarding Bike Master Plan
07/29/2023	Community Pop-Up Meeting: The Planning and Community Development Department hosted a pop-up booth at the Annual Montebello Downtown Summer Street Fest to conduct surveys, provide information, and answer questions regarding the Bicycle Master Plan as well as the General Plan and Downtown Montebello Specific Plan
08/10/2023	Bike Master Plan Workshop: Chet Holifield Library
11/09/2023	Bike Master Plan Workshop: Montebello Senior Center
11/13/2023	Joint City Council and Planning Commission Meeting: Public Release of the Draft Environmental Impact Report and Update regarding the General Plan, Bicycle Master Plan, and the Downtown Montebello Specific Plan.
02/29/2024	Pop-Up Workshop: Status Update regarding the General Plan, Bike Master Plan, and Downtown Montebello Specific Plan to the Montebello Chamber of Commerce
02/29/2024	Pop-Up Workshop: Update regarding the General Plan, Bike Master Plan, and Downtown Montebello Specific Plan at Chet Holifield Library

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03/05/2024	Planning Commission Public Hearing. Approved Resolution No. 01-24 Recommending City Council certify an Environmental Impact Report (“EIR”) and adopt Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (“MMRP”); Approval of the Montebello 2040 General Plan Update; Downtown Montebello Specific Plan and Zone Change; and Montebello Bicycle Master Plan.
04/10/2024	City Council Public Hearing. Approved Resolution No. 24-21 adopting environmental findings pursuant to the California Environmental Quality Act (“CEQA”), certifying the Environmental Impact Report (State Clearinghouse No. 2023050665), and approving the Mitigation Monitoring and Reporting Program (“MMRP”), and adopting the Findings of Fact and Statement of Overriding Considerations related to the Montebello 2040 General Plan Update, Downtown Montebello Specific Plan, and Zone Change; and Resolution No. 24-22 adopting an update to the City of Montebello General Plan (“2040 General Plan”) and adopting the City of Montebello Bicycle Master Plan and finding the Bicycle Master Plan exempt from CEQA pursuant to Public Resources Code Section 21080.20(a)(1) and categorically exempt pursuant to CEQA Guidelines Section 15304(h) (Class 4 - Minor Alterations of Land – creation of bicycle lanes on existing rights-of-way); and Introduced and waived first reading of Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map.

The Planning and Community Development Department has assigned the following case numbers to the General Plan, Bike Master Plan, and the Downtown Specific Plan: 1) Case No. PC-2024-0005-GPU-BMP (General Plan and Bike Master Plan); and 2) Case No. PC-2024-0006-SP (Downtown Montebello Specific Plan).

The 1973 General Plan contains twelve elements which are listed as follows:

1. Circulation
2. Conservation
3. Land Use
4. Noise
5. Open Space
6. Parks and Recreation
7. Population
8. Redevelopment
9. Safety
10. Scenic Highways
11. Seismic Safety
12. Housing Element (6th Cycle, 2021-2029)

In addition to the 6th Cycle Housing Element (2021-2029), the 2040 General Plan will include the following elements:

1. Our Natural Community
2. Our Prosperous Community
3. Our Well-Planned Community
4. Our Accessible Community
5. Our Healthy Community
6. Our Safe Community
7. Our Active Community
8. Our Creative Community

Therefore, the 2040 General Plan will consist of nine (9) elements with policies and actions as well as an implementation section. The City's Housing Element (6th Cycle, 2021-2029), was prepared and presented to the decision-making bodies in advance of the 2040 General Plan to comply with State Housing Law. The 6th Cycle Housing Element was adopted by the City Council on June 22, 2022, pursuant to Resolution No. 22-52, and subsequently certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022. While an Initial Study/Negative Declaration ("IS-ND") was prepared and adopted concurrently with the 6th Cycle Housing Element, the Housing Element is a component of the 2040 General Plan and is also analyzed in the Environmental Impact Report ("EIR") included in this report under Attachment H.

In December 2023, the 2040 General Plan, Downtown Montebello Specific Plan, and Draft Environmental Impact Report (w/ Appendices) were released for public review and uploaded to the City's website (. As previously mentioned, there were approximately 31 community events focused on community engagement in connection with the 2040 General Plan. The 2040 General Plan reflects input received from the community, stakeholders, and all who participated in this process. Based on this community-based approach and collaborative engagement during the preparation process, the 2040 General Plan is intended to represent the interests and feedback of the community and is well-positioned to guide Montebello forward with a vision that allows progressive growth in future development while preserving and enhancing the quality of life within the City.

On March 5, 2024, the Planning Commission held a duly noticed public hearing and unanimously approved Resolution No. 01-24 recommending that the City Council certify an Environmental Impact Report ("EIR") and adopt Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program ("MMRP"); Approval of the Montebello 2040 General Plan Update; Downtown Montebello Specific Plan and Zone Change; and Montebello Bicycle Master Plan.

On April 10, 2024, the City Council held a duly noticed public hearing and approved Resolution No. 24-21 adopting environmental findings pursuant to the California Environmental Quality Act ("CEQA"), certifying the Environmental Impact Report (State

Clearinghouse No. 2023050665), and approving the Mitigation Monitoring and Reporting Program (“MMRP”), and adopting the Findings of Fact and Statement of Overriding Considerations related to the Montebello 2040 General Plan Update, Downtown Montebello Specific Plan, and Zone Change; and approved Resolution No. 24-22 adopting an update to the City of Montebello General Plan (“2040 General Plan”) and adopting the City of Montebello Bicycle Master Plan and finding the Bicycle Master Plan exempt from CEQA pursuant to Public Resources Code Section 21080.20(a)(1) and categorically exempt pursuant to CEQA Guidelines Section 15304(h) (Class 4 - Minor Alterations of Land – creation of bicycle lanes on existing rights-of-way); and Introduced and waived first reading of Ordinance No. 2474 approving the Downtown Montebello Specific Plan, related Zone Change, and an amendment to the Zoning Map.

ENVIRONMENTAL:

Downtown Montebello Specific Plan and Related Zone Change:

On April 10, 2024, the City Council adopted City Council Resolution No. 24-21 adopting environmental findings pursuant to CEQA, certifying the Environmental Impact Report (State Clearinghouse No. 2023050665, approving a mitigation monitoring and reporting program, and adopting a Statement of Overriding Considerations in connection with the adoption of an ordinance approving the Downtown Montebello Specific Plan and related zone change.

ANALYSIS:

I. MONTEBELLO GENERAL PLAN UPDATE

a. Vision Statement and Guiding Principles

The 2040 General Plan is an integrated plan which includes a community driven vision, direction, and policies to guide the physical structure of the City including the places worthy of preservation, the things that are built, and how and where they are built. The 2040 General Plan is intended to harness the tools at its disposal to achieve the vision under its guiding principles. The 2040 General Plan envisions a Montebello that supports and encourages highly productive and efficient land use development as a path towards long-term financial sustainability. The housing priorities and opportunities identified in this plan have the potential to not only increase the stock of available housing, but to do so in ways that generate sustainable development through a diverse portfolio of residential developments, including multi-family and mixed-use opportunities, the short- and long-term housing priorities will be good stewards of the finite resource of available land in the City.

b. Guiding Principles

The 2040 General Plan establishes the City’s long-range vision and serves the following purposes: 1) The General Plan recasts the 1973 General Plan to incrementally generate a place that fulfills the City’s vision by 2045; 2) The General Plan sets forth the principles, goals, policies, and actions to help achieve the community vision, establishing the basis for evaluating choices and making short- and long-term decisions; 3) The General Plan defines integrated strategies for environmental stewardship, development, land use and

community design, housing, transportation, resilience, health, safety, recreation, and culture to help achieve the community's vision; and 4) The General Plan prioritizes actions to advance on-going implementation.

c. General Plan Elements

1. Our Natural Community

- Addresses how Montebello can thrive in balance with the community's natural ecosystems.

2. Our Prosperous Community

- Addresses how Montebello can attract and retain high-wage and high value enterprises, and diversify and enhance the local economy.

3. Our Well Planned Community

- This element includes the preferred land use plan that directs new growth by reinvesting in key opportunity areas such as downtown Montebello, the commercial corridors, and large parcels along the highways, while protecting natural resources, respecting stable residential neighborhoods, and making great places by insisting on the highest standard in architecture, landscaping, and urban design. The proposed land use map will replace density based classification such as "low, moderate, and high" with "neighborhood" classification that allows a wide array of building and housing types based on context.

4. Our Accessible Community

- Addresses transportation choices advocated by Senate Bill 375 and Assembly Bill 1358 by strengthening and balancing pedestrian, bike, and transit connections in the City and surrounding region.

5. Our Healthy Community

- Seeks to build effective partnerships that improve the physical and mental health and social well-being.

6. Our Safe Community

- Intended to increase awareness for emergencies, and minimize threat to life and damage to structures from hazards, with a vision for future emergency resources to sustain a safe community.

7. Our Active Community

- Addresses a range of public and private parks and open spaces to provide enriching recreational options for the entire community, consistent with the City's Parks Master Plan.

8. Our Creative Community

- Intended to weave arts, cultural events, community programs into everyday life.

d. Social Equity

The 2040 General Plan includes goals and policies to address social equity. Social equity seeks to integrate elders, youth, and all races taking into account the systematic inequalities to ensure everyone in Montebello has access to the same opportunities such as jobs, accessible housing, parks, and, among other things, a healthy mix of transportation mobility options.

e. Economic Development

The City is currently in the process of preparing an Economic Prosperity Action Plan (the "Action Plan") which will be presented to the City Council in June 2024. The Action Plan will be a policy document that identifies key action areas for the City to undertake and implement over the next three (3) years. The Action Plan is meant to serve as a companion report to the 2040 General Plan and the Downtown Montebello Specific Plan. Given the connectivity between the economic development plan and the two land use plans, the "areas of action" identified in the Action Plan will serve as an "implementation toolbox" for the key objectives outlined in the 2040 General Plan and the Downtown Montebello Specific Plan, including facilitating investment to build affordable housing, attracting new businesses to the City, elevating the importance of placemaking as a community-building tool, and emphasizing shared growth and prosperity for the local community.

II. MONTEBELLO BICYCLE MASTER PLAN

In an attempt to enhance and complement the quality of life for the traveling public and those who seek mobility options, the Bike Master Plan is intended to improve bicycling throughout Montebello by aiding in the development of a connected citywide bicycle network, improving nonmotorized access to important destinations, increasing connectivity across barriers and conflict points, providing bicycling connectivity to public transit, and enhancing safety and comfort for people of all ages and abilities who want to bicycle in the city. Whether riding home from school or to the Rio Hondo River Trail, bicycling has the potential to be a significant component of how people travel in Montebello.

The Bike Master Plan is the result of focused engagement with community members, and thoughtful consideration from staff and the City's consultant team, to bring forward a comprehensive bicycle network with a purpose and an emphasis on safety for bicycle

riders and travelers who actively rely on bicycle as a means of transportation. This Bike Plan looked at a holistic approach in establishing a network to allow cohesive and a user-friendly bicycle network for Montebello. The recommended bicycle network is shown in Figure 3 included in the Bike Plan (Please see Attachment F, page 9).

III. DOWNTOWN MONTEBELLO SPECIFIC PLAN

The Downtown Specific Plan is a component of the 2040 General Plan. The Downtown Specific Plan establishes rules, regulations, and standards for implementation of the community driven vision, direction, and policy guidance contained in the 2040 General Plan. The Downtown Specific Plan is a standalone policy and regulatory document that will guide decisions to achieve future growth within the DMSP. As previously mentioned, the area included within the DMSP is shown on page 58 of Attachment G.

The DMSP vision calls for a vibrant, more walkable, mixed-use, and transit accessible place with many cultural, dining, and retail options. The DMSP seeks to intrinsically integrate new housing growth with the economic, environment, mobility, place-making, health, recreation, and arts and culture strategies for downtown Montebello. The larger downtown area spans three distinctive walkable neighborhoods along Whittier Boulevard:

- 1) A vibrant downtown core, with a proposed distinctive square for gathering and events and people friendly streetscape. The City owns many parcels in the core and can leverage a significant place-maker in the downtown area. The successful Boulevard Market and walkable high density mixed-use housing project that is currently under construction by the Cesar Chavez Foundation will spark renewed energy in the core;
- 2) On the western edge, the Montebello City Park is the center of the neighborhood and the larger community for a variety of active and passive recreation activities with playgrounds, senior center, gymnasium and youth center, an outdoor pool, tennis courts, skate park, and an amphitheater. The Montebello City Park also hosts a variety of cultural events and festivals throughout the year; and
- 3) On the eastern edge, the Rio Hondo Channel connects many neighborhoods in Montebello and is part of the proposed Rio Hondo Recreation Zone within the City as well as the anticipated Emerald Necklace — a 17-mile loop of river-adjacent bike- and greenways, which connects 10 cities and nearly 500,000 residents. A new stepped sculpture park will link the downtown to the Rio Hondo Channel. Redevelopment of key parcels along Whittier Boulevard and unique streetscape improvements will create a signature entry to the Downtown and the City.

IV. DRAFT ENVIRONMENTAL IMPACT REPORT

The City has performed a comprehensive evaluation of the potential impacts of the proposed 2040 General Plan Update and Downtown Montebello Specific Plan in accordance with the CEQA and has determined that the project would have potentially significant and unavoidable impacts, described below.

The Draft Environmental Impact Report (“Draft EIR”) is a program Environmental Impact Report (“EIR”). Pursuant to Section 15168 of the State CEQA Guidelines, a program EIR

may be prepared on a series of actions that can be characterized as one large project. The purpose of a program EIR is to allow the lead agency to consider broad policy alternatives and program-wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts.

The Draft EIR, in addition to the CEQA-required “no project” alternative, examines a reduced growth alternative in terms of its impacts in each environmental impact area relative to those of the proposed project. The Draft EIR, while finding the Reduced Growth Alternative to be the environmentally superior alternative, also finds that this alternative would generally achieve the proposed Project objectives, but in some cases to a lesser degree than the proposed Project. It also finds that this alternative would not achieve the goal of the *Our Prosperous Community* chapter of the proposed Project to retain high-wage and high value enterprises and diversify and increase the local tax base to as great a degree as the proposed Project because it would not attract or create as many jobs, create as much economic growth nor increase the local tax base to the same extent as the growth accommodated by the proposed Project.

The Draft EIR also considered a Relocated Focus Areas alternative and a No Growth alternative, but ultimately rejected them for environmental impact comparison to the proposed Project because either they did not meet the proposed Project objectives, would not be feasible, or would not avoid or substantially lessen one or more significant effects of the proposed Project.

The Draft EIR examined each of the issue areas on the City’s environmental checklist. It finds that the proposed Project would result in the following significant and unavoidable environmental effects:

- **Air Quality Impact AQ-1:** Individual development projects carried out under the proposed Project would generate construction and operational-related emissions. Such emissions may conflict with or obstruct the implementation of SCAQMD’s Air Quality Management Plan. Implementation of policies in the proposed 2040 General Plan, compliance with existing regulations, and implementation of mitigation would reduce construction and operational emissions, but not always to a less than significant level. This impact would be significant and unavoidable.
- **Air Quality Impact AQ-2:** Individual development projects carried out under the proposed Project would generate construction and operational-related emissions. Such emissions may result in adverse impacts to regional air quality. Implementation of policies in the proposed 2040 General Plan, compliance with existing regulations, and implementation of mitigation would reduce construction and operational emissions, but not always to a less than significant level. This impact would be significant and unavoidable.
- **Air Quality Impact AQ-3:** Individual development projects carried out under the proposed Project would generate construction- and operational-related emissions.

Such emissions may result in adverse impacts to local air quality. Implementation of policies of the proposed General Plan Update, compliance with existing regulations, and implementation of mitigation would reduce construction and operational emissions, but not always to a less than significant level. This impact would be significant and unavoidable.

- **Cultural Resources Impact CUL-1:** Development carried out under the proposed Project may cause a substantial adverse change in the significance of historical resources that have already been identified or may be identified in the Plan Area. This impact would be significant and unavoidable.

- **Noise Impact N-1:** Construction of individual projects carried out under the proposed Project would temporarily increase noise levels, potentially affecting nearby noise-sensitive land uses. Development carried out under the proposed Project would also introduce new noise sources and contribute to increases in operational noise. Implementation of Mitigation Measure NOI-1 and the continued regulation of noise, consistent with the City's Municipal Code and implementation of policies from the proposed 2040 General Plan would minimize disturbance to adjacent land uses. Stationary operational and mobile noise would not exceed standards. However, construction noise impacts would be significant and unavoidable even with mitigation.

The Draft EIR also found that the proposed project would result in impacts that would be less than significant with incorporation of mitigation measures described in the Draft EIR in the following areas: Biological Resources (special-status, locally important species, sensitive habitats, and nesting birds); Cultural Resources (archaeological resources); Geology and Soils (paleontological resources); Noise (construction vibration); and Tribal Cultural Resources (unanticipated discovery of tribal cultural resources). A summary of all impacts and mitigation measures are included in Table ES-3 of the Draft EIR.

In accordance with CEQA Guidelines Section 15082, the Draft EIR was circulated for a 45-day comment period. Pursuant to the Notice of Availability, which was properly posted and circulated to the public, the 45-day public review period began on Monday December 4, 2023, and ended on Wednesday January 17, 2024.

V. FINAL ENVIRONMENTAL IMPACT REPORT

The Final Environmental Impact Report ("Final EIR") has been prepared in accordance with CEQA and included in this report as Attachment H. The Final EIR is comprised of responses to comments received on the Draft EIR, revisions to the Draft EIR if needed, findings of acts and overriding considerations, Mitigation Monitoring and Reporting Program, and the Draft EIR. The City received public comments on the Draft EIR from the following agencies and organizations:

- Gabrieleno Band of Mission Indians – Kizh Nation
- California Governor's Office of Emergency Services (Cal OES)

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- California Department of Transportation
- California Department of Toxic Substances Control
- California Department of Conservation Geologic Energy Management Division

SUMMARY:

Staff recommends that the City Council waive the second reading and adopt Ordinance No. 2474 approving the Downtown Montebello Specific Plan and related Zone Change.

ATTACHMENT(S)

1. Attachment A_CC Ordinance No. 2474_adopting Downtown Montebello Specific Plan and Zone Change (4.1.24)
2. Attachment B_PC Resolution No. 01-24
3. Attachment C_Downtown Montebello Specific Plan Final

NEXT STEPS:

N/A

ORDINANCE NO. 2474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE DOWNTOWN MONTEBELLO SPECIFIC PLAN AND ZONE CHANGE (PC-2024-0006-SP), AND APPROVING AN AMENDMENT TO THE ZONING MAP RELATED TO THE DOWNTOWN MONTEBELLO AREA

WHEREAS, pursuant to California Government Code Section 65450, once a city adopts its general plan, it may prepare specific plans for the systematic implementation of the general plan for all or a part of the area covered by the general plan; and

WHEREAS, in accordance with the authority vested onto the City of Montebello ("City") under the Government Code, the City finds it desirable and appropriate to adopt an ordinance approving a specific plan that would allow for the redevelopment of the Downtown Montebello Specific Plan ("Specific Plan") and zone change ("Zone Change") (PC-2024-006-ZC), promoting the development of the City's downtown areas as a vibrant and interactive mixed-use center with open spaces (hereinafter, the "Project"); and

WHEREAS, the Project is located area generally bounded by Greenwood Avenue on the west, Los Angeles Avenue on the south, the Rio Hondo Channel on the east, and Cleveland Avenue on the north and more particularly described and depicted in the map attached hereto as Exhibit A ("Project Site");

WHEREAS, the Zone Change would amend the City's Official Zoning Map by changing the zoning designation for the Project Site from its current zoning to Downtown Montebello Specific Plan; and

WHEREAS, the Specific Plan will establish regulations for future development in the Project Site; and

WHEREAS, pursuant to Government Code Section 65454, a specific plan must be consistent with a city's general plan; and

WHEREAS, on March 5, 2024, the Planning Commission of the City of Montebello ("Planning Commission") held a duly noticed public hearing, and by a vote of 4-0-1, adopted Resolution No. 01-24 recommending that the City Council of the City of Montebello ("City Council"): (i) adopt environmental findings pursuant to the California Environmental Quality Act ("CEQA") certifying the Final Environmental Impact Report ("Final EIR") State Clearinghouse ("SCH") No. 20230506 related to the 2040 General Plan, Downtown Montebello Specific Plan, and related Zone Change; (ii) adopt findings of fact and statement of overriding considerations and a mitigation monitoring and

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reporting plan; (iii) adoption of the 2040 General Plan; (iv) adoption of an ordinance approving the Downtown Montebello Specific Plan and Zone Change; and (v) and adoption of a Bicycle Master Plan and finding it exempt under CEQA pursuant to California Public Resource Code Section 21080.20(a)(1) and CEQA Guidelines Section 15304(h) (Minor Alterations of Land) – Class 4; and

WHEREAS, pursuant to Section 21067 of the California Public Resource Code, and Section 15367 of the State CEQA Guidelines, the City is the lead agency for the proposed Project; and

WHEREAS, the City determined that an EIR should be prepared because the Project may have a significant effect on the environment; and

WHEREAS, in accordance with Section 21092 of the California Public Resource Code a Notice of Preparation and Notice of Public Scoping Meeting for an EIR was released to the public and filed with the Los Angeles County Clerk's office on May 25, 2023; and

WHEREAS, pursuant to California Public Resources Code Section 21083.9 and CEQA Guidelines Sections 15082 and 15083, a duly noticed scoping meeting was held on June 13, 2023, to solicit comments on the scope of the environmental review of the Project; and

WHEREAS, in accordance with State CEQA Guidelines Section 15085, a Notice of Completion was prepared and filed with the State Clearinghouse (SCH# 2023050665) when the Notice of Availability was released; and

WHEREAS, the Draft EIR for the Project was released for public review with the comment period beginning on December 4, 2023, through January 17, 2024 in accordance with CEQA Guidelines Section 15087; and

WHEREAS, the City has held 31 public outreach meetings in connection with the Project; and

WHEREAS, the City has prepared a Final EIR, which consists of the Draft EIR and its associated technical appendices, comments to the Draft EIR and its associated technical appendices, and written responses to comments on the Draft EIR, which analyzes the potential significant environmental impacts of the Project; and

WHEREAS, all of the requirements of the California Public Resources Code and State CEQA Guidelines have been satisfied by the City in connection with the preparation

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of the Final EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the Final EIR sufficiently analyzes the Project's potentially significant environmental impacts and a reasonable range of feasible alternatives capable of reducing these effects to less than significant levels to the extent feasible; and

WHEREAS, after receiving all public testimony on the proposed Final EIR and the proposed project, the City Council closed the public hearing and continued City Council deliberations on the Final EIR and proposed project to the City Council's regular scheduled meeting on April 10, 2024; and

WHEREAS, the Final EIR for the proposed Project, including Specific Plan and Zone Change, was certified by the City of Montebello City Council on April 10, 2024, through City Council Resolution No. 24-21; and

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

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

SECTION 1. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. The City Council certified the Final EIR on April 10, 2024, through Resolution No. 24-21.

SECTION 3. Specific Plan. The City Council hereby approves and adopts Specific Plan (PC-2024-0006-SP) establishing the Downtown Montebello Specific Plan as attached hereto as Exhibit B based on the following findings of fact:

- a. The Downtown Montebello Specific Plan Code is consistent with the Montebello General Plan currently in effect, as required by Government Code 65000, *et seq.*, California Statute. The Downtown Montebello Specific Plan Code implements the General Plan's community supported goal to direct new growth to downtown, corridor, and neighborhoods in need of reinvestment where viable infrastructure is already in place.
- b. The Downtown Montebello Specific Plan is compatible with present and future development of the property within the immediate vicinity because the specific plan area is surrounded by a mix of residential, commercial, and

institutional uses. The Downtown Montebello Specific Plan will guide decisions to achieve a future that is responsive to community needs and desires; far-sighted and pragmatic in grappling with trends; resilient to respond to future shocks and stresses; and system-based, bridging the practice gaps within different fields, departments, or organizations.

- c. The Downtown Montebello Specific Plan will not be detrimental to the public health, safety, and welfare or adversely affect property values or the present and future development of surrounding areas. The Downtown Montebello Specific Plan area will be compatible with surrounding uses and capitalize upon the economic development opportunities and unique qualities of the Downtown area. The Downtown Montebello Specific Plan defines integrated strategies for environmental stewardship, economic development, place-making, housing, mobility, resilience, health, safety, recreation, and culture to help achieve the community's vision.
- d. The permitted uses and development standards adopted as part of the Downtown Montebello Specific Plan would not be detrimental to present and potential surrounding uses, but would have a beneficial effect which could not have been adequately achieved under pre-existing zoning. The Downtown Montebello Specific Plan sets forth the principles, goals, policies, and actions to help achieve the community vision, establishing the basis for evaluating choices and making near- and long-term decisions.
- e. The streets and thoroughfares are adequate in size to accommodate the traffic volume generated by the Downtown Montebello Specific Plan, which is served by major roadways, including Montebello Boulevard, Whittier Boulevard, and Interstate 60. Local access to the Specific Plan Area is provided by Whittier Boulevard, Cleveland Avenue and Los Angeles Avenue. Strategic mobility hubs throughout Downtown area will offer more choices to move around. Enhanced walking, biking, and public transit together with shared micro-mobility solutions like scooters and e-bikes, individuals can become less reliant on private automobiles.
- f. The existing or proposed utility services and facilities are adequate for the proposed population densities and uses under the Downtown Montebello Specific Plan because the on-site improvements include public and private facilities and utilities.

- g. Based on proposed development standards contained in the Downtown Montebello Specific Plan, buildings and structures are to be situated in a manner that minimizes impact on existing uses. The Downtown Montebello Specific Plan will enhance existing, and introduce new activities and events that will lead to greater activation and use of public spaces by people of all ages and abilities.

SECTION 4. Zone Change. The City Council hereby approves the Zone Change (PC-2024-0006-SP) based on the following findings of fact:

- a. According to Montebello Municipal Code Section 17.76.010, the City may change the zoning designation on a property when doing so would be in the public interest, convenience and necessity. The proposed Zone Amendment would be in the public interest, convenience and necessity for the following reasons:
 - i. Allows and promotes collaboration with stakeholders to stimulate investment and interest in downtown, connect resources and steward initiatives that allow commerce and culture to thrive;
 - ii. Creates great places and equitable urban experiences;
 - iii. Provides a framework where people are empowered to do great things, and enrich their lives;
 - iv. Encourages walkable and mixed-use development in the downtown area produces far more revenue per acre than larger format big box and malls with large areas dedicated to parking;
 - v. Encourages retail and restaurants, small-scale and local manufacturing businesses can fill storefronts on Whittier Boulevard and attract foot traffic. Successful local small-scale manufacturing businesses help people feel valued and help sustain the values and cultural practices of the existing residents and businesses;
 - vi. Preserves and adds to the existing supply of affordable and supportive housing;
 - vii. Encourages increased housing that will further charge activation of the downtown core;

- viii. Proximity to daily necessities within a reasonable pedestrian journey will create streets that are active and adjacent to porous, inviting, buildings that are buffered from vehicles;
- ix. By introducing more organic and less ordered spaces, opportunities for discovery in the City can be enjoyed along the Rio Hondo Channel;
- x. Downtown Montebello will strive to become a multimodal environment, offering variety of public spaces that can pivot to a variety of uses. With modest incremental investment in streets and open spaces, a connective tissue will weave together current and proposed assets, community park, Downtown core area, and the Rio Hondo channel;
- xi. A distinct and equitable downtown will emerge within a landscape that takes advantage of Montebello's mild climate with parklets, bicycle lanes, and passive and active outdoor recreation;
- xii. Strategic mobility hubs throughout Downtown area will offer more choices to move around;
- xiii. Enhanced walking, biking, and public transit together with shared micro-mobility solutions like scooters and e-bikes, individuals can become less reliant on private automobiles; and
- xiv. Enhanced connections, facilities, and amenities will interconnect localized mobility choices with the broader regional transit that will further connect Montebello to the rest of the Los Angeles Metroplex and provide access to even more people.

SECTION 5. Zoning Map. City staff is hereby directed to amend the City's official Zoning Map to change the zoning designation for Project Site to Downtown Montebello Specific Plan in accordance with the map set forth in Exhibit C.

SECTION 6. 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.

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SECTION 7. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within fifteen (15) days of adoption in a newspaper of general circulation printed and published within the City of Montebello, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code Section 36993.

PASSED AND ADOPTED this 10th day of April, 2024.

Scarlet Peralta, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 10th day of April, 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the [REDACTED]th day of [REDACTED], 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

EXHIBIT A

**Downtown Montebello Specific Plan
Boundary Map**

[PLACEHOLDER]

EXHIBIT B

Downtown Montebello Specific Plan

[PLACEHOLDER]

EXHIBIT C

Zone Change Map

[PLACEHOLDER]

RESOLUTION NO. 01-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (SCH NO. 20230506) RELATING TO THE MONTEBELLO 2040 GENERAL PLAN UPDATE, DOWNTOWN MONTEBELLO SPECIFIC PLAN; ADOPT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA PUBLIC RESOURCES CODE AND CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL OF A MITIGATION MONITORING AND REPORTING PLAN; ADOPTION OF THE MONTEBELLO 2040 GENERAL PLAN UPDATE, DOWNTOWN MONTEBELLO SPECIFIC PLAN, AND ADOPTION OF AN ORDINANCE APPROVING THE DOWNTOWN MONTEBELLO SPECIFIC PLAN AND RELATED ZONE CHANGE; AND ADOPTION OF A BICYCLE MASTER PLAN

WHEREAS, the City of Montebello ("City") Planning and Community Development Department has been working on an Environmental Impact Report ("EIR") and the creation of the Montebello 2040 General Plan Update, Downtown Montebello Specific Plan and related zone change; and the Bicycle Master Plan (collectively referred to as the "Project"); and

WHEREAS, pursuant to Section 21067 of the California Public Resource Code, and Section 15367 of the State CEQA Guidelines, the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the City determined that an EIR should be prepared because the Project may have a significant effect on the environment; and

WHEREAS, in accordance with Section 21092 of the California Public Resource Code a Notice of Preparation ("NOP") and Notice of Public Scoping Meeting for an Environmental Impact Report ("EIR") was released to the public and filed with the Los Angeles County Clerk's office on May 25, 2023; and

WHEREAS, pursuant to California Public Resources Code Section 21083.9 and CEQA Guidelines Sections 15082 and 15083, a duly noticed scoping meeting was held on June 13, 2023, to solicit comments on the scope of the environmental review of the Project; and

WHEREAS, in accordance with State CEQA Guidelines Section 15085, a Notice of Completion ("NOC") was prepared and filed with the State Clearinghouse (SCH# 2023050665)

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when the Notice of Availability ("NOA") was released; and

WHEREAS, the Draft EIR for the Project was released for public review with the comment period beginning on December 4, 2023, through January 17, 2024, in accordance with CEQA Guidelines Section 15087; and

WHEREAS, the City has held 31 public outreach meetings in connection with the Project; and

WHEREAS, the City has prepared a Final Environmental Impact Report ("Final EIR"), attached hereto as Exhibit A, which consists of the Draft EIR and its associated technical appendices, comments to the Draft EIR and its associated technical appendices, and written responses to comments on the Draft EIR, which analyzes the potential significant environmental impacts of the Project; and

WHEREAS, all of the requirements of the California Public Resources Code and State CEQA Guidelines have been satisfied by the City in connection with the preparation of the Final EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the Final EIR sufficiently analyzes the Project's potentially significant environmental impacts and a reasonable range of feasible alternatives capable of reducing these effects to less than significant levels to the extent feasible; and

WHEREAS, the Mitigation Monitoring and Reporting Program, which sets forth the binding mitigation measures for the Project, is attached hereto as Exhibit B; and

WHEREAS, the environmental impacts identified in the Final EIR that the City Council finds are potentially significant and but are mitigated to a level of less than significant, through the imposition of feasible mitigation measures identified are described in Exhibit B attached hereto; and

WHEREAS, the Findings of Fact and Statement of Overriding Considerations is attached hereto as Exhibit C; and

WHEREAS, the Final EIR reflects the independent judgment of the City and is fully adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made or information presented during or after the public review of the Final EIR has produced any significant new information requiring recirculation of the Draft EIR or additional environmental review of the Project under CEQA and the Public

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Resource Code; and

WHEREAS, pursuant to California Government Code Section 65300, each city and county in California must adopt a comprehensive, long-term general plan addressing the physical development of the county or city, and any land outside its boundaries which in the agency's judgment bears relation to its planning; and

WHEREAS, pursuant to California Government Code Section 65302, a general plan shall consist of statements and diagrams addressing communitywide development goals and/or objectives and policies and programs to achieve those goals and/or objectives relating to seven mandatory elements: land use, circulation, housing, conservation, open space, noise, and safety; and

WHEREAS, pursuant to California Government Code Section 65356(a), the legislative body shall adopt or amend a general plan by resolution, which resolution must be adopted by the affirmative vote of at least a majority of the total membership of the legislative body; and

WHEREAS, in accordance with such authority, it is necessary and desirable to comprehensively update the City's General Plan, amend the Zoning Map, and adopt appropriate zone changes reflecting the updates thereto; and

WHEREAS, through an extensive and lengthy public process, including workshops and hearings held by the City's Planning and Community Development Department and Montebello Planning Commission ("Planning Commission"), the City has prepared that certain comprehensive update to the General Plan (known as the "2040 General Plan"); and

WHEREAS, the 2040 General Plan includes providing updated goals, policies, and programs reflecting the community's vision for the City; and

WHEREAS, the 2040 General Plan is designed to be implemented over the next 20 years by residents, business and property owners, non-profit organizations, community groups, city and county agencies, and elected and appointed officials; and

WHEREAS, the 2040 General Plan guides decisions to achieve a future that is: (a) responsive to community needs and desires; (b) reasonable and possible to achieve, with specific action steps; (c) pragmatic and far-sighted in grappling with trends; (d) resilient to respond to future shocks and stresses; and (e) system-based and comprehensive bridging the practice gaps within different fields, departments, or organizations; and

WHEREAS, concurrently with the 2040 General Plan, the City also finds it necessary and appropriate to consider the adoption of a Bicycle Master Plan recommending bicycle

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facilities specific to the City as part of a state-driven policy requiring regional efforts to increase the use of accessible, safe, convenient, and integrated system promoting biking as an alternative mode of transportation; and

WHEREAS, the central vision of the 2040 General Plan and the Bicycle Master Plan is to preserve and enhance the stable residential areas by encouraging clean, safe, and reliable alternative modes of transportation and reinvest in the City by encouraging contextual and productive growth in the Downtown area and along the corridors; and

WHEREAS, pursuant to California Government Code Section 65450, after a legislative body has adopted a general plan, the planning agency may, or if so directed by the legislative body, shall, prepare specific plans for the systematic implementation of the general plan for all or part of the area covered by the general plan; and

WHEREAS, pursuant to California Government Code Sections 65451 and 65453, the specific plan shall include a statement of the relationship of the specific plan to the general plan and be prepared, adopted, and amended in the same manner as the general plan, by resolution or ordinance; and

WHEREAS, pursuant to California Government Code Section 65454, no specific plan may be adopted or amended unless the proposed plan or amendment is consistent with the general plan; and

WHEREAS, through an extensive and lengthy public process, including workshops and hearings held by the City's Planning and Community Development Department and Planning Commission, the City has prepared that certain Downtown Montebello Specific Plan; and

WHEREAS, Downtown Montebello is the physical and historic center of the City that provides a wide array of shopping, dining, working, living, entertainment and cultural opportunities within a short walking distance; and

WHEREAS, the Downtown Montebello Specific Plan was developed in conjunction with the 2040 General Plan Update which allowed a wider dialogue about linkages and the role of downtown within the larger city framework; and

WHEREAS, the planning process for Downtown Montebello was designed around extensive, thoughtful input from the local community; and

WHEREAS, the vision of Downtown Montebello is to restore and leverage its natural, built, and social assets to build resilient prosperity with a focus on quality of place as a key competitive advantage;

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WHEREAS, on March 5, 2024, the Planning Commission held a duly noticed public hearing as required by state law and the Montebello Municipal Code to review and forward a recommendation to the City Council on the proposed Project and Final EIR; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Planning Commission, having independently heard, considered, and weighed all the evidence in the administrative record, including but not limited to the staff reports, the Final EIR, the Mitigation Monitoring and Reporting Program, all appendices, and any associated errata; the Findings of Fact and Statement of Overriding Considerations; and all other documents, reports, studies, memoranda, maps, oral and written testimony, recitals, and materials in the City's file for the Project; and all adopted City planning documents, General Plan, Montebello Municipal Code, and other applicable City laws finds this record adequate and appropriate evidentiary basis for the findings set forth in this Resolution and is hereby incorporated herein by this reference.

SECTION 2. The General Plan contains a thorough inventory, assessment, and analysis of social, physical, and economic issues related to the long-range development of the community. The Planning Commission has determined that the proposed 2040 General Plan, Bicycle Master Plan and Downtown Montebello Specific Plan are not detrimental to the public health, safety, and welfare of the community. It will improve the economic development of the property and surroundings.

SECTION 3. The Planning Commission hereby recommends that the City Council of the City of Montebello finds that: (i) the Final EIR has been prepared in accordance with the requirements of CEQA and the State CEQA Guidelines, (ii) the Final EIR was presented to the City and the City has reviewed and considered the information contained in the Final EIR prior to considering adoption of the Project, and (iii) the Final EIR reflects the independent judgment and analysis of the City.

SECTION 4. The Planning Commission recommends that the City Council (i) certify the Final EIR, attached hereto, (ii) adopt the Mitigation Monitoring and Reporting Program attached hereto, and (iii) adopt the Findings of Fact and Statement of Overriding Consideration attached hereto, pursuant to the following findings:

- A. Based on the whole record before it that: (i) the Final EIR has been prepared in accordance with the requirements of CEQA and the State CEQA Guidelines, (ii)

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the Final EIR was presented to the Planning Commission and the Planning Commission has reviewed and considered the information contained in the Final EIR prior to considering adoption of the Project, and (iii) the Final EIR reflects the independent judgment and analysis of the City.

- B. Finds that the Mitigation Monitoring and Reporting Program is designed to ensure that, during the implementation of the Project, changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements, or other measures as required by California Public Resources Code Section 21081.6.
- C. After thoroughly reviewing the public comments received regarding the Project and the Final EIR as it relates to the Project. None of the information submitted after publication of the Final EIR, including without limitation, testimony and documents submitted for the public hearings on the Project, constitutes substantial evidence that would require revision or recirculation of the EIR. The Planning Commission finds that this information and testimony is not credible evidence of a significant impact, a substantial increase in the severity of an impact disclosed in the Final EIR, or a feasible mitigation measure or alternative not included in the Final EIR.

SECTION 5. The documents and materials that constitute the record of proceedings on which the CEQA Findings of Fact and Statement of Overriding Considerations in Exhibit C of this Resolution have been based are located at City Hall. The custodian for these records is the City's Director of Planning and Community Development. This information is provided in compliance with California Public Resources Code Section 21081.6

SECTION 6. 2040 General Plan. The Planning Commission recommends that the City Council adopt the 2040 General Plan based on the facts and findings set forth therein in Exhibit D, which are hereby incorporated as part of the findings below which are consistent with the overall policies, goals, and objectives of the City's General Plan, adopted Specific Plans, and the Montebello Municipal Code. The 2040 General Plan addresses all mandatory elements specified in California Government Code Section 65302, including:

2040 General Plan Chapters	Required/Optional Element	Topics Covered
1. Our Natural Community	Conservation, Open Space	Air and water, greenhouse gasses, open space, hillsides, watersheds, riparian areas, plants and animals

2. Our Prosperous Community	Economic Development	Fiscal health, economic diversification, job growth, tourism
3. Our Well-Planned Community	Land Use/Design, Housing, Parks and Recreation	Play types, visual character, nature of intended change, and housing
4. Our Accessible Community	Circulation	Street networks, street types, transit services, bicycle and pedestrian systems, parking, transportation demand management, and performance metrics
5. Our Healthy Community	Public Health, Noise, and Land Use	Physical health, mental health, social capital, access to healthy food, and noise
6. Our Safe Community	Safety	Police, fire, natural hazards, and climate vulnerability and resilience
7. Our Active Community	Land Use, Open Space, Parks and Recreation	Open space, parks and recreation, and youth and senior programs
8. Our Creative Community	Culture	Arts, culture, schools, libraries, public art, and historic resources

- A. **Conservation Element:** The 2040 General Plan - *Our Natural Community* (Chapter 1) chapter satisfied the requirements of the state-mandated conservation element. This chapter addresses how Montebello can thrive in balance with the community's natural ecosystem. This chapter identifies the general location and extent of natural resources in Montebello and provides goals, policies and programs addressing the effect of development on and utilization of natural resources including air and water, greenhouse gasses, open space, hillsides, watersheds, riparian areas, plants, and animals. This chapter focuses on conserving, protecting, maintaining, and enhancing Montebello's natural resources. Conservation goals, policies and programs are correlated to the same of the open space elements of the 2040 General Plan.

- B. **Open Space Element:** The 2040 General Plan - *Our Natural Community* (Chapter 1) and *Our Active Community* (Chapter 7) chapters satisfy the requirements of the state-mandated open space element. These chapters address how Montebello can thrive in balance with the community's natural ecosystem and parks and open spaces to provide enriching recreational options for the entire community. These chapters also identify the general location and extent of lands in Montebello that provide value in an essentially undeveloped condition and specify goals, policies, and programs guiding preservation of such areas for their scenic qualities, protection of natural resources, outdoor recreation, air and water, addressing greenhouse gasses, hillsides, watersheds, riparian areas, plants and animals. Open space goals, policies and programs are correlated to the same of the conservation, land use and parks and recreation elements of the 2040 General Plan.
- C. **Economic Development Element:** Consistent with California Government Code Section 65303 a general plan may include other elements or other subjects than those of the state-mandated elements. Accordingly, the 2040 General Plan contains and optional Economic Development Element in the 2040 General Plan - *Our Prosperous Community* (Chapter 2). Economic development is addressed by a framework of policies for governing future decisions about how the City will encourage a thriving business environment with high-paying industries, a vibrant downtown, and a healthy economy. The goals, policies, and programs aim to create a climate where business and innovation flourishes in Montebello. In addition, the goals, policies, and programs support conditions drawing visitors to Montebello and providing residents with attractive options for shopping, recreation, and working.
- D. **Land Use/Design Element:** The 2040 General Plan - *Our Well-Planned Community* (Chapter 3), *Our Healthy Community* (Chapter 5), and *Our Active Community* (Chapter 7) chapters satisfy the requirements of the state-mandated land use element. These chapters focus on a preferred land use plan that directs new growth by reinvesting in key opportunities like the Downtown, Corridors and large parcels along the highway while protecting nature resources, respecting stable residential neighborhoods, and making great places by insisting on the highest standard of architecture, landscaping and urban design. These chapters also seek to build effective partnerships that improve physical and mental health and social well-being, and address parks and open spaces to provide enriching recreational options for the entire community. These chapters address the general distribution, general location, extent, and intensity of use of private and publicly owned land for housing, business, industry, open space, agriculture, natural resources conservation, recreation, enjoyment of scenic beauty, greenways, and public facilities. These chapters comprehensively factor for the anticipated growth and development of Montebello through 2040 and assign goals, policies, and programs to appropriately manage such growth and development, as

aligned with the community's vision of the city and serving to guide decisions related to zoning, subdivisions, and development entitlement permit requests in Montebello. Land use and design goals, policies and programs are correlated to the same of the housing, noise, public health and parks and recreation elements of the 2040 General Plan.

- E. **Housing Element:** The 2040 General Plan - *Our Well-Planned Community* (Chapter 3) chapter satisfied the requirements of the state-mandated housing element. Montebello is committed on course toward making decent and affordable housing both a community benefit and a human right. The purpose of the 2021- 2029 Housing Element update is finding community support for building substantial new housing, especially affordable housing, among their residents. Success will require patient dialogue, coalition-building, visionary thinking, and political will to put policies into action. The Housing Element identifies and analyzes the current and future housing needs of residents within Montebello and establishes goals, policies, and programs to meet Montebello's housing needs. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The Housing Element has enlisted Montebello's diverse constituencies to develop workable solutions. Housing goals, policies and programs are correlated to the same of the land use/design and parks and recreation elements of the 2040 General Plan.
- F. **Parks and Recreation Element:** Consistent with California Government Code Section 65303 a general plan may include other elements or other subjects than those of the state-mandated elements. Accordingly, the 2040 General Plan contains an optional Parks and Recreation Element - *Our Well-Planned Community* (Chapter 3) and *Our Active Community* (Chapter 7). These chapters address parks and open spaces to provide enriching recreational options for the entire community. Parks and recreation goals, policies and programs are correlated to the same of the housing, land use/design and open space elements of the 2040 General Plan.
- G. **Circulation Element:** The 2040 General Plan- *Our Accessible Community* (Chapter 4) chapter satisfied the requirements of the state-mandated circulation element. This chapter addresses transportation choices advocated by California laws by strengthening and balancing pedestrian, bike, and transit connections in the City and surrounding region. This chapter also discusses street networks, street types, transit services, bicycle and pedestrian systems, parking, transportation demand management, and performance metrics. This chapter provides an overview of Montebello residents' travel characteristics, the existing circulation network and traffic operations, and parking, transit, bicycle and pedestrian facilities. The chapter identifies the general location and extent of existing local public utilities and facilities and provides goals, policies, and programs correlated to the land uses and development

projections of the land uses that plan for a balanced, multimodal transportation network to meet the needs of all users, including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation. The chapter describes improvements to the City's roadway, bicycle and pedestrian network proposed to accommodate future development, reduce greenhouse gas emissions, encourage physical activity, and improve safe and convenient travel by all users.

- H. **Public Health Element:** Consistent with California Government Code Section 65303 a general plan may include other elements or other subjects than those of the state-mandated elements. Accordingly, the 2040 General Plan contains an optional Public Health Element in General Plan 2040 *Our Healthy Community* (Chapter 5). This chapter seeks to build effective partnerships that improve physical and mental health and social well-being. Public health goals, policies and programs are correlated to the same of the noise and land use elements of the Montebello 2040 General Plan.
- I. **Noise Element:** The 2040 General Plan - *Our Healthy Community* (Chapter 5) chapter satisfies the requirements of the state-mandated noise element. This chapter identifies sources of noise and existing and future noise levels in Montebello, including that from highways and freeways, primary arterial and major local other transit systems, industrial and other stationary sources. The chapter specifies goals, policies, and programs to address exposure to current and projected noise sources, including land use/noise compatibility criteria, direction to prepare acoustic impact studies for new development as necessary, and requiring the implementation of noise reduction measures through Montebello's zoning, subdivision, and development entitlement permit process. Noise goals, policies and programs are correlated to the same of the public health and land use elements of the 2040 General Plan.
- J. **Safety Element:** The 2040 General Plan - *Our Safe Community* (Chapter 6) chapter satisfies the requirements of the state-mandated safety element. This chapter identifies the general location and extent of areas of Montebello subject to natural and human-caused hazards, including seismic events, slope instability, subsidence and liquefaction, wildland and urban fires, sea level rise, and flooding. This chapter will address police, fire, natural hazards, and climate vulnerability and resilience in the community, to increase awareness for emergency and minimize threat to life and damage to structures from hazards.
- K. **Culture Element:** Consistent with California Government Code Section 65303 a general plan may include other elements or other subjects than those of the state-mandated elements. Accordingly, the 2040 General Plan contains an optional Culture

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Element in General Plan 2040 *Our Creative Community* (Chapter 8). This chapter addresses arts, culture, schools, libraries, public art, and historic resources.

- L. **Environmental Justice**: California Government Code Section 65302(h) mandates cities and counties to adopt an environmental justice element where disadvantaged communities are located within a given jurisdiction. The 2040 General Plan includes goals, policies and programs that address environmental justice issues regardless of community status including: reducing community exposures to air pollution, equitable provision of public facilities, access to healthy food, access to affordable housing and safe housing conditions, opportunities for physical activity, and encouraging civic engagement.

Three Specific lens filters will identify specific 2040 General Plan policies that seek to address the following three areas of specific interest to Montebello Residents:

- A. **Resiliency** – Approaching challenges through the lens of resilience helps Montebello better serve their residents today and in the long term, while preparing for any future potential adversity.
- B. **Social Equity** – Social equity seeks to integrate elders, youth, and the minority races more meaningfully into the civic discourse by improving access to jobs, affordable housing, parks, more reliable mobility options, and active inclusions in government processes, programs, and decisions.
- C. **Vision Zero** – Vision Zero seeks to eliminate all traffic fatalities in Montebello, while increasing safe, healthy and equitable mobility for all.

SECTION 7. Downtown Montebello Specific Plan. The Planning Commission recommends that the City Council adopt an ordinance (i) approving the Downtown Montebello Specific Plan based on the facts and findings set forth in Exhibit F, which are hereby incorporated as part of the findings below which are consistent with the overall policies, goals, and objectives of the City's General Plan, adopted Specific Plans, and the MMC and (ii) approving a zone change and amending the City Zoning Map reflecting the Downtown Montebello Specific Plan. The Downtown Montebello Specific Plan consolidates the interrelated eight General Plan elements into three focuses for the Downtown area: (1) people-based, (2) place-based, and (3) prosperous.

Specific Plan Focus Areas	Policies
1. People-based	1. Make walking safe, comfortable, and enjoyable.

	2. Address the human scale with building and landscape details. 3. Reduce opportunities for criminal activity through physical design standards, recreation opportunities, educational programs, and counseling services. 4. Downtown Montebello envisions safe streets designed for people. 5. Employ a range of contextual lighting options to promote safety and security on downtown streets. 6. Downtown will be re-established as the entertainment and cultural heart of the city by creating a central space in Downtown for community gathering, supported by complementary uses and activities. 7. Creative businesses have places to work, live, gather, and promote their art in Downtown. 8. Facilitate use of vacant retail space by arts and cultural groups. 9. Integrate public art into the development review and capital improvement program. 10. Support efforts to expand access to affordable and nutritious food for all people in Montebello. 11. Encourage local food production, processing, and distribution to the greatest extent possible. 12. Avoid concentration of unhealthy food providers within the Downtown area.
2. Place-based	1. Preserve, manage, and grow the Downtown tree canopy. 2. Downtown will provide a variety of opportunity for gathering and physical activity. 3. Enhance Downtown's character with compact and walkable infill development. 4. Promote quality Downtown housing that serves a broad spectrum of households. 5. Improve transit service and similar modes to make Downtown travel accessible and comfortable for people of all ages and abilities. 6. Redesign Whittier Boulevard in the Downtown Core to prioritize pedestrian safety and comfort. 7. Connect Whittier Boulevard to the Rio Hondo Channel.

	8. Reconnect streets and alleys to form a network. 9. Public parking facilities will be managed and operated to serve Downtown. 10. Develop a system of incentives and regulations for new development to improve mobility choices and reduce parking demand. 11. Manage curb space effectively for different users.
3. Prosperous	1. Continue to nurture small, independently owned businesses. 2. Retail existing and attract small, unique, and locally owned entrepreneurial and creative businesses that reinforce Downtown's identity. 3. Promote higher levels of foot traffic with activities and events. 4. Encourage mixed-use infill and compact development. 5. Gauge participation in a Property Based Business Improvement District (BPID) to provide high-quality district services. 6. Explore untapped opportunities for value capture and revenue generation.

SECTION 8. The proposed ordinance establishing the Montebello Downtown Specific Plan Districts attached hereto as Exhibit G, is in compliance with the Montebello Municipal Code and the City's General Plan as set forth in the below findings.

A. Findings. Pursuant to Section 65450 of the California Government Code, once a city adopts its general plan, it may prepare specific plans for the systematic implementation of the general plan for all or a part of the area covered by the general plan. In order to adopt a specific plan, it must be consistent with the city's general plan. The Planning Commission recommends approval of the proposed ordinance approving the Downtown Montebello Specific Plan, zone change, and zoning map amendment based on the following findings of fact:

1. The Downtown Montebello Specific Plan is consistent with the City's General Plan currently in effect, as required by California Government Code 65000, *et seq.*, California Statute. The Downtown Montebello Specific Plan implements the General Plan's community supported goal to direct new infill growth to downtown, corridor, and neighborhoods in need of reinvestment where viable infrastructure is already in place. The Downtown Montebello Specific Plan is intended to facilitate the continuing evolution of the Downtown Montebello Specific Plan area through (i) a mixture of land

uses including shops, workplaces, and residences that are within walking distance of one another and produce an urban form that is inviting, comfortable, safe, and ecologically resilient; (ii) streets and open spaces that promote vibrant, safe, healthy, and prosperous place; and (iii) new infill and remodeled buildings that work together with existing buildings to define the pedestrian-oriented space of the public streets within the Downtown Montebello Specific Plan area and which are harmonious with each other and the desired character of the Downtown Montebello Specific Plan area. In addition, it is consistent with the goals and objectives of the General Plan as it will enhance the City's economic base, allow for the development of a variety of uses including civic, commercial, residential, and open space, and promote pedestrian safety and multimodal opportunities.

2. The Downtown Montebello Specific Plan is compatible with present and future development of the property within the immediate vicinity because the Downtown Montebello Specific Plan area is surrounded by a mix of residential, commercial, and institutional uses. The Downtown Montebello Specific Plan will guide decisions to achieve a future that is responsive to community needs and desires; far-sighted and pragmatic in grappling with trends; resilient to respond to future shocks and stresses; and system-based, bridging the practice gaps within different fields, departments, or organizations.

3. The Downtown Montebello Specific Plan will not be detrimental to public health, safety, and welfare or adversely affect property values or the present and future development of surrounding areas. The Downtown Montebello Specific Plan area will be compatible with surrounding uses and capitalize upon the economic development opportunities and unique qualities of the Downtown area. The Downtown Montebello Specific Plan defines integrated strategies for environmental stewardship, economic development, place-making, housing, mobility, resilience, health, safety, recreation, and culture to help achieve the community's vision.

4. The permitted uses and development standards adopted as part of the Downtown Montebello Specific Plan would not be detrimental to present and potential surrounding uses, but would have a beneficial effect which could not have been adequately achieved under pre-existing zoning. The Downtown Montebello Specific Plan sets forth the principles, goals, policies, and actions to help achieve the community vision, establishing the basis for evaluating choices and making near- and long-term decisions.

5. The streets and thoroughfares are adequate in size to accommodate the traffic volume generated by the Downtown Montebello Specific Plan, which is served by major roadways, including Montebello Boulevard, Whittier Boulevard, and Interstate

60. Local access to the Specific Plan Area is provided by Whittier Boulevard, Cleveland Avenue and Los Angeles Avenue. Strategic mobility hubs throughout Downtown area will offer more choices to move around. Enhanced walking, biking, and public transit together with shared micro-mobility solutions like scooters and e-bikes, individuals can become less reliant on private automobiles.

6. The existing or proposed utility services and facilities are adequate for the proposed population densities and uses under the Downtown Montebello Specific Plan because the on-site improvements include public and private facilities and utilities.

7. Based on proposed development standards contained in the Downtown Montebello Specific Plan, buildings and structures are to be situated in a manner that minimizes impact on existing uses. The Downtown Montebello Specific Plan will enhance existing, and introduce new activities and events that will lead to greater activation and use of public spaces by people of all ages and abilities.

B. Zone Change. The Planning Commission hereby recommends the City Council adopt an ordinance approving Zone Change No. PC-2024-0006-SP. According to Section 17.76.010 of the Montebello Municipal Code, the City may change the zoning designation on a property when doing so would be in the public interest, convenience and necessity. The proposed Zone Change would be in the public interest, convenience and necessity for the following reasons:

- i. Downtown Montebello Specific Plan will collaborate with stakeholders to stimulate investment and interest in downtown, connect resources and steward initiatives that allow commerce and culture to thrive;
- ii. Downtown Montebello Specific Plan will create great places and equitable urban experiences;
- iii. It will provide a framework where people are empowered to do great things, and enrich their lives;
- iv. Walkable and mixed-use development in the downtown area produces far more revenue per acre than larger format big box and malls with large areas dedicated to parking;
- v. In addition to retail and restaurants, small-scale and local manufacturing businesses can fill storefronts on Whittier Boulevard and attract foot traffic. Successful local small-scale manufacturing businesses help people feel valued and help sustain the values and cultural practices of the existing residents and businesses;
- vi. The City is committed to preserving and adding to the existing supply of affordable and supportive housing;
- vii. Recently entitled projects in the downtown area will increase housing that will

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- further charge activation of the downtown core;
- viii. Proximity to daily necessities within a reasonable pedestrian journey will create streets that are active and adjacent to porous, inviting, buildings that are buffered from vehicles;
- ix. By introducing more organic and less ordered spaces, opportunities for discovery in the city can be enjoyed along the Rio Hondo Channel;
- x. Downtown Montebello will strive to become a multimodal environment, offering variety of public spaces that can pivot to a variety of uses. With modest incremental investment in streets and open spaces, a connective tissue will weave together current and proposed assets, community park, Downtown core area, and the Rio Hondo channel;
- xi. A distinct and equitable downtown will emerge within a landscape that takes advantage of Montebello's mild climate with parklets, bicycle lanes, and passive and active outdoor recreation;
- xii. Strategic mobility hubs throughout Downtown area will offer more choices to move around;
- xiii. Enhanced walking, biking, and public transit together with shared micro-mobility solutions like scooters and e-bikes, individuals can become less reliant on private automobiles; and
- xiv. Enhanced connections, facilities, and amenities will interconnect localized mobility choices with the broader regional transit that will further connect Montebello to the rest of the Los Angeles Metroplex and provide access to even more people.

SECTION 9. The Downtown Montebello Specific Plan is consistent with the Montebello General Plan and implements the General Plan's community supported goal to direct new growth to downtown, corridor, and neighborhoods in need of reinvestment where viable infrastructure is already in place.

SECTION 10. Bicycle Master Plan. The Planning Commission hereby recommends that the City Council approve the Bicycle Master Plan based on the facts and findings set forth in Exhibit E, which are hereby incorporated as part of the findings herein and which are consistent with the overall policy goals of the City and the State of California, the City's General Plan, adopted Specific Plans, and the Montebello Municipal Code. The Planning Commission further recommends that the City Council find that the Bicycle Master Plan is exempt from CEQA pursuant to Public Resources Code Section 21081.20(a)(1) and categorically exempt pursuant to CEQA Guidelines Section 15304 (Class 4 – Minor Alterations to Land) and none of the exceptions found under CEQA Section 15300.2 apply. Class 4 exemptions under Section 15304(h) consist of minor public or private alterations in the conditions in the land including the creation of bicycle lanes on existing rights-of-way.

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SECTION 11. The proposed 2040 General Plan, Downtown Montebello Specific Plan, Zone Change and amendment to the Zoning Map, and the Bicycle Master Plan are in the public interest and reflects the current and contemplated land uses of the City.

SECTION 12. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 5th day of March 2024 by the Planning Commission.

Chair Cuevas:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE ☒ ABSENT () ABSTAIN
Commissioner Medina:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	☒ AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas

Victor Cuevas, Chair

ATTEST



Joseph A. Palombi, Director
Planning & Community Development Department

EXHIBIT A
Final Environmental Impact Report

EXHIBIT B
Mitigation Monitoring and Reporting Program

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EXHIBIT C

Findings of Fact and Statement of Overriding Considerations

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EXHIBIT D
Montebello 2040 General Plan Update

EXHIBIT E
Bicycle Master Plan

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EXHIBIT F

Downtown Montebello Specific Plan

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EXHIBIT G

**Draft Ordinance Approving Downtown Montebello Specific Plan, Zone Change, and
Zoning Map Amendment**

Downtown

Montebello

Specific Plan



City Council

Mayor	Scarlet Peralta
Mayor Pro Tem	Salvador Melendez
Council Member	Angie Jimenez
Council Member	Georgina Tamayo
Council Member	David N. Torres
City Manager	Raul Alvarez
Assistant City Manager	Arlene Salazar

Planning Commission

Chair	Victor Cuevas
Commissioner	Alicia Morales
Commissioner	Natalia Lomeli
Commissioner	Joellann Valdez
Commissioner	Armando Medina

Principal Staff

Planning & Community Development Director	Joseph Palombi
Planning & Community Development Assistant Director	Matthew Ramos
Economic Development Manager	Jose A. Gardea
Housing Manager	Rosemary Perich
Assistant Planner	Daniel Ruiz
Assistant Planner	Emilie Fernandez
Assistant Planner	Grace Hayashi
Senior Administrative Assistant	Alexis Huerta

Housing Task Force (HTF)

Gateway Cities COG	Melani Smith
San Gabriel Valley COG	Alexander Fung
Community Housing Expert	Veronica Rodriguez-Cabrera, LCSW
Montebello Chamber of Commerce	Adriana Dugan
Former Planning Commission Chair	Alexandra Briseno
Former Planning Commission Vice Chair	Marlene Ramirez

Consultants

Rangwala Associates

in association with

Moule & Polyzoides

Rincon

Pro Forma Advisors LLC

Urban3

Kittelson

MetroQuest

... and thanks to numerous members of City Staff & Montebello residents & businesses



A

04

INTRODUCTION

History, community profile, and planning process.



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VISION

A shared future for preservation and growth.



C

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POLICIES AND ACTIONS

Policies and actions to carry out the vision.



D

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CODE

Partners, timeframes, and funding sources.



E

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IMPLEMENTATION

Partners, timeframes, and funding sources.





A Introduction

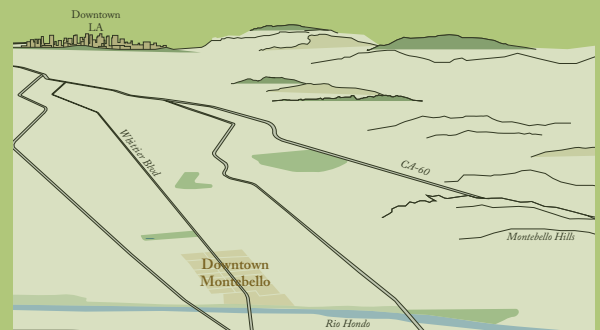
Siting & Context

Downtown Montebello is the physical and historic center of the City that provides a wide array of shopping, dining, working, living, entertainment and cultural opportunities within a short walking distance. Whittier Boulevard is the city's historic main street that links Montebello to downtown Los Angeles.

The larger downtown area is bounded by the City Park to the west and the Rio Hondo Channel to the east, with a walkable core area around the Montebello Boulevard intersection.

The Downtown area is predominantly developed with low-scale commercial buildings that are oriented toward the boulevard and were built between the early- and mid-twentieth century. These buildings are largely flush with the street and have a strong pedestrian orientation. Moving past the boulevard and toward the north and south edges of the Downtown Area, development largely consists of one- and two-story residential buildings. Downtown contains a series of unique residential, commercial, and mixed-use neighborhoods. The many gaps in Downtown's streetscapes that have sat empty as parking lots are increasingly being filled by urban development, while many existing buildings have been adaptively reused.

The car has long played a pivotal role in shaping the physical context of Downtown Montebello. Its key thoroughfare - Whittier Boulevard - was once a major state highway connecting Downtown Los Angeles with Orange County and San Diego prior to the construction of modern-day freeways. The enduring influence of the car is expressed in the scale and orientation of buildings along the boulevard.



Origins

Early Development

Much of the earliest development within Montebello was concentrated in the blocks in and around the Downtown Area, as this was where the community originated at the turn of the twentieth century.

Through the late nineteenth century, the Downtown Area – like all of Montebello – was entirely undeveloped aside from a handful of sheep and cattle ranches.

In 1885, much of what now is now Montebello and East Los Angeles was sold to a consortium of Los Angeles businessmen including banker Isaias Hellman and wholesale grocer Harris Newmark. The businessmen purchased the land from the estate of Alessandro Repetto, an Italian American sheep rancher, for \$60,000, or approximately \$12 per acre. Approximately 1,200 acres of the Repetto land was given to Newmark and his nephew, Kaspere Cohn. Interested in developing the land, Newmark and Cohn enlisted the help of noted hydraulic engineer William Mulholland to build a water system that would bring much-needed irrigation to the area.



Completion of the water system circa 1899 rendered the area suitable for development. Newmark, Cohn, Mulholland, and their associates incorporated the Montebello Land and Water Company in 1900. It was at the behest of Mulholland that the name "Montebello" was bestowed upon the new tract, invoking the Italian word for "beautiful hill" and ref-

erencing the hills that framed its northern boundary.

Most of the Downtown Area fell within the boundaries an early town site that was originally known as Newmark. Bounded by Cleveland Avenue (north), Los Angeles Avenue (south), First Street (east), and Fifth Street (west), Newmark encompassed 40 acres of Newmark and Cohn's land, and included 192 parcels of roughly equal size that were marketed as ideal sites for new suburban houses. The town was bisected by Whittier Avenue (now Boulevard), then the main road between Los Angeles and Whittier (and later a major state highway). Consistent with prevailing patterns of development at the time, streets, blocks, and lots comprising the town were oriented around a standard orthogonal grid. The rest of the tract was subdivided into five- and ten-parcels that were marketed as sites for agriculture.

Shortly after the town's inception, the name Newmark was scrubbed from the local vernacular. The decision to re-name the town allegedly came at the behest of Mulholland, who told Newmark – who was of Jewish lineage – that "no one would buy lots in a town if they thought it was Jewish." Both the town and its agricultural environs were therefore referred to as Montebello.

The town (and thus, the Downtown Area) witnessed its earliest development during the 1900s and 1910s. Though Montebello lacked good transportation infrastructure at the time – "its development has been retarded because of its poor roadway connections," noted the Los Angeles Times in 1907 – it nonetheless began to develop as agriculture took root in the vicinity. In the very early twentieth century, a smattering of small, modest houses were built on parcels within the



Security Trust and Savings Bank, Whittier Boulevard, ca. 1924.

town, generally on blocks to the north and south of its main street, Whittier Boulevard.

A business district comprising small stores and the town's first public buildings emerged along Whittier Boulevard, sowing the seeds of what eventually evolved into a thriving downtown. Montebello's first public building – a schoolhouse – was constructed in 1902 at Whittier Boulevard and Cedar Street (now Montebello Boulevard). By late 1902 a store and post office were in operation nearby. A large new high school opened in 1909 (located slightly outside the Downtown Area), and by the early 1910s a bustling business district had emerged along Whittier Boulevard, the epicenter being near the intersection of Whittier and Fifth Street. An anchor of the business district was the Montebello State Bank, a two-story brick edifice that was constructed in 1912.



Montebello Oil Fields

Circa 1917, the Standard Oil Company discovered underground oil reserves in the

1885 Sheep & Cattle Ranches

1800

1885 Newmark enlists Mulholland to bring irrigation to the area

6 Downtown Montebello Specific Plan

Harris Newmark

William Mulholland



hills north of Montebello, on land that had once been part of Rancho La Merced and by this time was owned by the locally prominent Baldwin and Temple families. The discovery of oil was a boon to Montebello. Along with agriculture, oil production became one of the community's foremost economic engines, ushering in a significant wave of new development that paved the way for its eventual incorporation in 1920. The city continued to be concentrated in and around the original town site, with Whittier Boulevard functioning as a linear anchor.

Growth, Maturation, and the Influence of the Automobile

The advent of the personal automobile, and a network of roads and highway connecting key destinations, played an important role in development patterns within the Downtown Area by the 1920s and ushered in a new chapter of growth for the Downtown Area.

Once a luxury item out of reach to the average consumer, the personal car had become much more widely available by the 1920s, as advances in mass production allowed for cars to be produced in mass quantities and rendered them more affordable. As cars became more commonplace, state officials directed resources toward the construction of roads and highways. One such highway – billed as Highway 101 in 1926 – connected Los Angeles and San

Diego via a somewhat circuitous route that passed through a number of communities in Southeast Los Angeles and Orange counties. Whittier Boulevard was designated part of Highway 101 and passed directly through the main commercial district of Montebello.



By the 1920s, Whittier Boulevard in Montebello was peppered with businesses that catered to the motoring public. In addition to grocers, butchers, barbers, sundries, banks, and other typical businesses, the boulevard featured a variety of commercial uses – motels, strip malls with ample on-site parking, and businesses with bold, eye-catching forms and signage – that were oriented to the car and were deliberately designed to attract the attention of passersby. Sanborn fire insurance maps dated 1926 show that within the Downtown Area, both sides of Whittier Boulevard were flanked by a variety of businesses including garages, repair shops, service stations, and other auto-oriented enterprises.

Reflecting its emergent role as an important commercial artery, Whittier Boulevard was enhanced with ornamental streetlights and other improvements. Reporting on development in Montebello, the Los Angeles Times remarked that “there are twenty miles of improved streets, and a splendid ornamental lighting system graces eight blocks of the business district.”



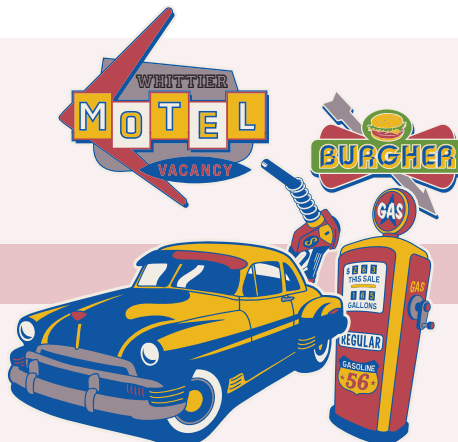
In 1927, a large new fraternal lodge operated by the Independent Order of Odd Fellows opened at the corner of Whittier Boulevard and 10th Street (the building is currently used as a dance hall).

In addition to itinerant motorists, Whittier Boulevard was an important node of activity for those who lived in Montebello and became the center of public life among area residents. In 1937, architect S. Charles Lee converted an existing commercial building into a motion picture venue called the Vogue Theatre, which became a popular destination and an anchor of the Whittier Boulevard business district



1900

1917 Oil discovered in Montebello



1922 Installation of ornamental street-light



1928 Diner Shaped like an oil can



(located at 712 W. Whittier Boulevard, the building is extant, but is no longer used as a theater).

The Downtown Area – and specifically Whittier Boulevard – continued to serve as the commercial and institutional hub of Montebello through the 1930s and '40s and into the early post-World War II period.

Post-World War II Development

Like many communities in Southern California, Montebello witnessed an unprecedented wave of growth after World War II, transforming it from an agricultural community peppered with oil fields into a sprawling postwar suburb. Rapid development in the postwar period is typically attributed to a variety of factors including a heightened demand for new and housing, particularly among military veterans who had recently returned from World War II; federal policies and programs that promoted homeownership and the mass construction of detached, single-family dwellings; proliferation of the car and rapid expansion of a regional network of roads and highways; and pent-up consumer demand.

Freeway construction hastened patterns of suburbanization in the area. Ground was broken on the Santa Ana Freeway/ Interstate 5 through the communities of southeast Los Angeles County in the mid-1940s. Interstate 5 was completed in segments between 1947 and 1956, and reached as far south as Montebello in 1953. The Pomona Freeway/SR-60 was constructed between the mid- and late-1960s.

The construction of freeways significantly improved connectivity across

the Southern California region. It also affected commercial development patterns by diverting traffic away from established downtown business districts, which had long thrived on passing motorists. The completion of Interstate 5 in particular affected Montebello and other communities that were located along the alignment of Highway 101 – which was decommissioned upon the construction of freeways. Downtown Montebello continued to cater to the local populace but was no longer traversed by a steady stream of commuters.

As the trajectory of residential development in Montebello moved away from the downtown core and into more peripheral suburban areas, so too did businesses and institutions. In the 1960s, most of the city's local institutions were moved from Whittier Boulevard to a new civic center on Beverly Boulevard. Businesses also followed suit, moving into suburban shopping centers that were located in closer proximity to new housing tracts. Notably, in the 1980s a new regional shopping mall was built along the Pomona Freeway/ SR-60, which unequivocally shifted the locus of commercial activity away from the city's established business district along Whittier Boulevard and into more suburban settings.

Postwar suburbanization took its toll on the Study Area, as new commercial and institutional development patterns eclipsed the downtown commercial core as the preeminent business district of Montebello. However, it did not render the area totally obsolete. In the second half of the twentieth century, this stretch of Whittier Boulevard became the domain of small, locally owned, mom-and-pop businesses– many of which were housed within existing commercial buildings dating to the decades prior to World War II. Reflective of changing demographics in Montebello, many of these businesses



The 132 potential housing units will include 61 very low income units, 33 low income units, 13 moderate income units and 25 above moderate income units. To assist with supportive services for the victims of domestic violence residential population, Cesar Chavez Foundation will partner with the Downtown Women's Center.

were (and continue to be) owned by those of Mexican American descent. A large development project within the Study Area was approved by the City Council in November 2021 and entails a large mixed-use complex on the south side of Whittier Boulevard between 5th and 6th streets. If built as approved, the complex would contain 132 dwelling units and 10,100-square feet of commercial space within multiple multi-story buildings. It would be by far the largest development in this area of Montebello, and backers of the project posit that it would have a transformative effect on the area.



1930

1937 Vogue Theatre on Whittier Boulevard

1950

1953 Interstate 5 opens



1960

1960s (mid-late) California State Route 60 opens



Downtown Architecture



Downtown Montebello contains a range of architectural styles that collectively define its built environment. Since Whittier Boulevard once served as a major state highway connecting Montebello with Downtown Los Angeles, many of the styles represented along the boulevard include architectural features that were intended to draw the attention of passing motorists. A summary of each style is included below.

Beaux Arts: The Beaux Arts style sought to improve urban environments through monumental buildings and civic beautification projects. Common features include a formal presence, symmetrical massing, flat roofs with cornices, brick and terra cotta exteriors, and Classical details. Examples include a handful of early commercial and institutional buildings that are generally sited along the Whittier Boulevard corridor. Most examples of the Beaux Arts style in Montebello have been altered.

Moderne: Moderne architecture was popular in the 1930s and '40s. Its aesthetic evinced a sense of modernity through the use of aerodynamic building forms and new materials like stainless steel, enamel, and glass blocks. Common features include flat roofs, curved walls, projecting pylons, horizontal moldings (called “speedlines”), and steel windows with beveled surrounds. Most examples consist of commercial buildings on Whittier Boulevard, though there are some institutional and industrial buildings rendered in the style.

Mid-Century Modern: The term “Mid-Century Modern” is used to describe the various iterations of Modern architecture that matured in the post-World War II period. Common features include simple building forms, flat roofs, stucco wall cladding used in

combination of brick, stone, or concrete block; metal windows; and a lack of excessive ornament. The style was popular in the post-World War II period, between the late 1940s and '70s. Examples can be found throughout the Downtown area.

Contemporary: Housing in the Downtown area built in the late 1970s and beyond is best classified as “contemporary” in style. Contemporary houses are typically located in large housing tracts and adhere to one of several standardized plans, though they exhibit some variation in façade details to provide a semblance of variety. These details often incorporate elements of historical architectural styles.

Commercial and institutional buildings in Downtown Montebello that date to the late 1970s and beyond are best classified as “contemporary.” These contemporary-styled buildings are typically simple in form, are clad in economical materials like stucco, and have large on-site parking lots and signage that cater to motorists. Sometimes – but not always – these contemporary buildings include some loose references to past architectural styles. Most examples of the style are located along Downtown’s major vehicular corridors and are expressed in the form of strip malls and other commercial and institutional developments.



Fiscal Health

The total assessed value of real property in the City of Montebello exceeded \$7 billion in 2021. Downtown value of real property is 171 million.

In 2021, property tax revenue represented over 23% of the City's General Fund— making the property tax the second largest source of revenue for the City. This revenue is used to fund important public services that support the quality of life for Montebello residents and business owners— including police and fire services, public works, community development and parks and recreation.

The City of Montebello's incorporated land area is roughly 5,300 acres. The Downtown area is roughly 2% of total taxable area. Certain types of land uses produce more in public revenue (i.e. property tax) than they consume in land area— referred to as 'highly productive land uses', while others consume more in public services (i.e. infrastructure) than they produce in public revenue— referred to as 'minimally productive land uses'. Since the Downtown area is built out and has a finite land area— an important strategy to support long-term financial health is to promote redevelopment of highly productive land uses that generate public revenue.

For example, in 2021 the average single family residential home in the City carried an assessed value of roughly \$2.1 million dollars for every acre of land consumed. The average four-unit multi-family building carried an assessed value of \$3.5 million. New multi-family residential developments like Rio Walk, Montebello Collection, and Jade Place topped out at over \$13.5 million in assessed value for every acre of land consumed. Therefore,

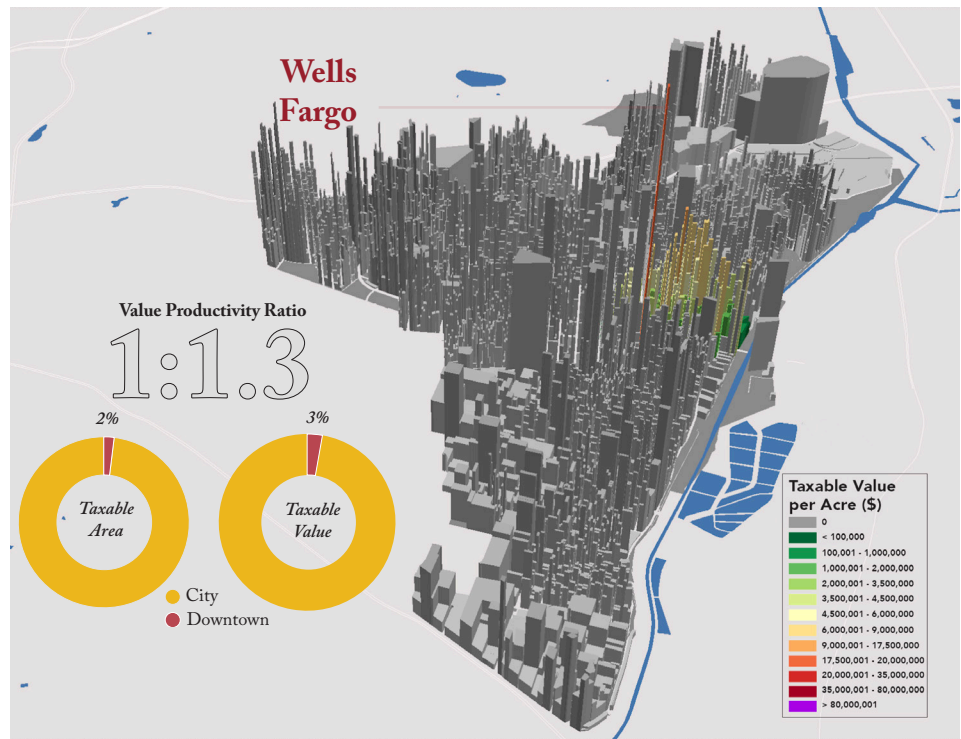


Figure A.1. Downtown Montebello is 2% of the entire taxable land area in the City and represents 3% of the total taxable value in the City. Wells Fargo in the Downtown Area is the most productive building in the City.

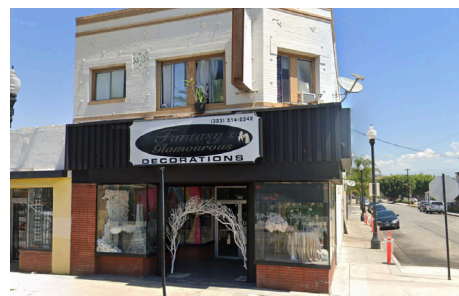
multi-family residential style developments provide greater value to public revenue, while consuming less of the finite land area of the City.

The most productive buildings in Montebello are in the downtown area. For example: the Well Fargo building in the downtown area has taxable value of \$18 million per acre. Smaller parcels with modest two to three-storey buildings in the Downtown area are worth much more in value per acre than any large stores within the city with large parking lots.

Property taxes tend to be the primary source of funding for many public services—like public safety, parks and recreation, trash collection, libraries, etc. Where we place our efforts in planning, designing, and building Montebello is going to affect its basic functionalities in a multitude of ways, property taxes only being one. Mixed-use buildings within a walkable Downtown Montebello has a far greater potential to build wealth within the community than large, single-use buildings.



Wells Fargo Value per Acre: \$18,042,213.



Fantasy & Glamorous Decorations Value per Acre: \$7,294,547.



Shops at Montebello Value per Acre: \$5,370,549.

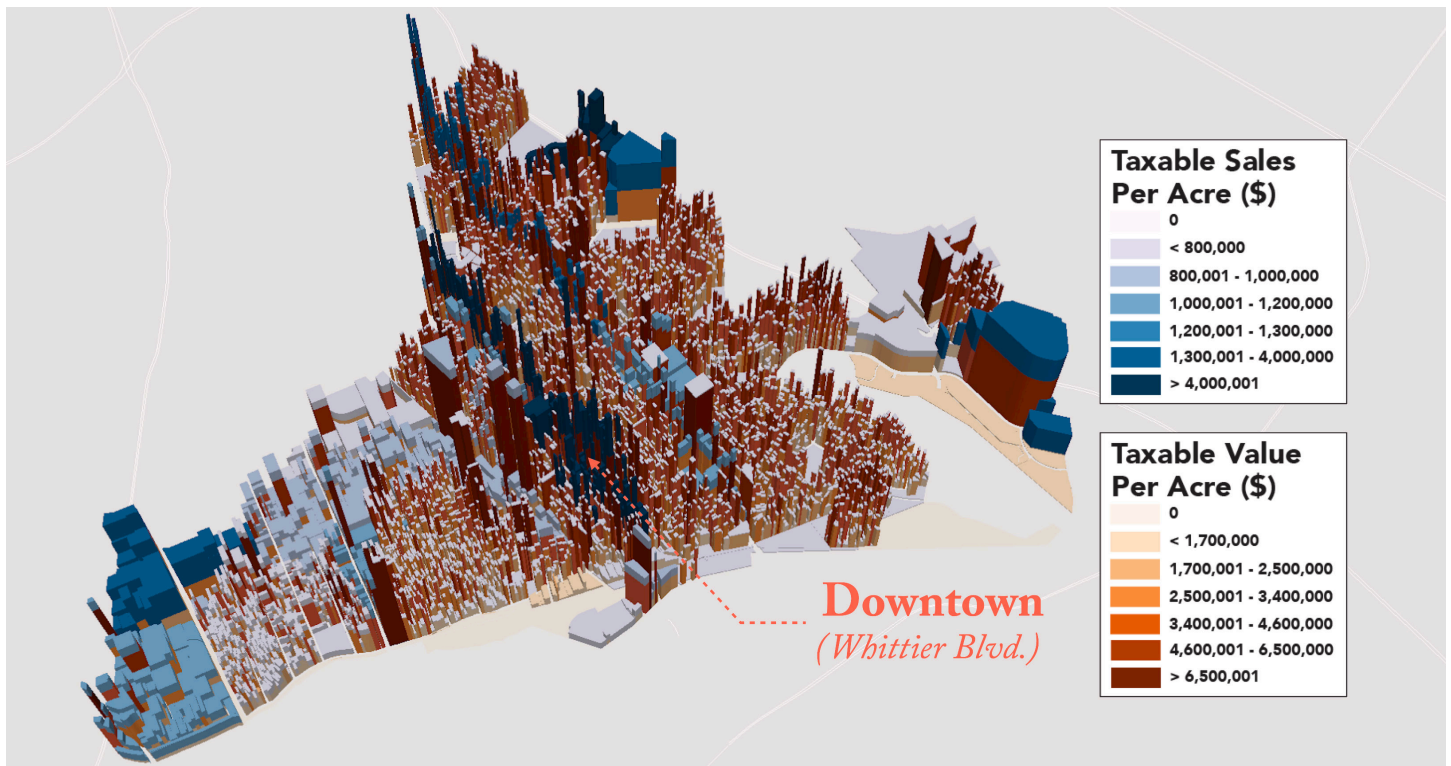


Figure A.2. Productivity model showing property tax and sales tax per acre. Whittier Boulevard corridor in the Downtown area is the most productive area in Montebello.

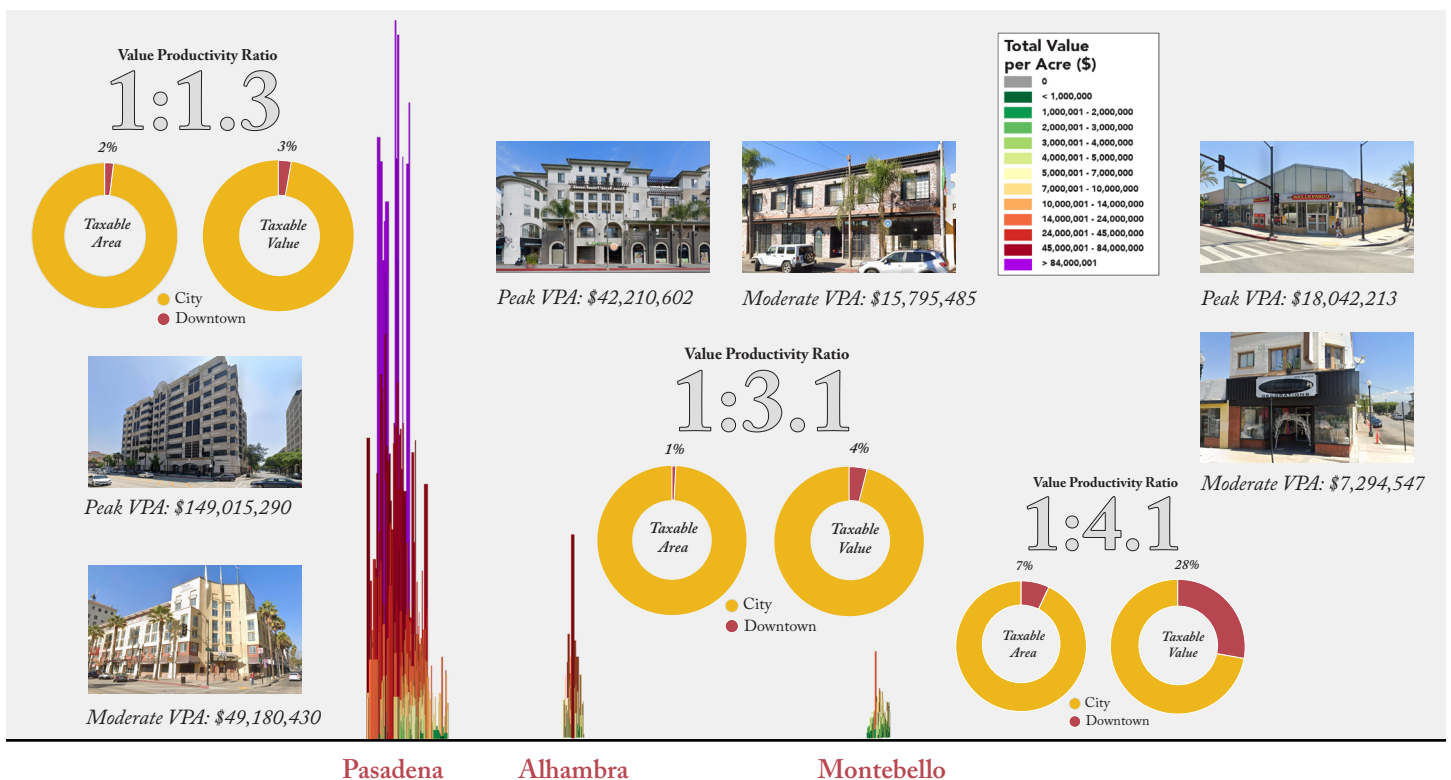


Figure A.3. Comparatively, Pasadena and Alhambra Downtowns use their land more productively than Montebello. This suggests that Montebello land use patterns in the downtown area has potential to support far more fiscally productive development.



Parade on Whittier Boulevard features live performances, food, games, and art and craft vendors.



Creative Downtown

Downtown Montebello showcases the diverse multicultural population with numerous arts and cultural activities throughout the year. The City's creative industries and businesses that serve the region are all unique features of the Downtown Montebello arts and cultural environment.



Getting Around Montebello

The Downtown Area has been blessed with a nearly perfect grid of streets. The grid is perhaps the most flexible and resilient in operation and the delivery of mobility solutions regardless of speed and technology. The Downtown's network has a tremendous capacity to not only move cars and trucks efficiently, but also transit, bicyclists, scooters, pedestrians, and whatever other technology is on the horizon.



Streets

Montebello Boulevard is a north-south Major Roadway that runs from Greenwood Avenue north to Montebello Town Center near SR-60. Montebello Boulevard generally has two travel lanes in each direction with a varied posted speed limit of 25 mph to 40 mph. A two-way center left-turn lane is present for much of the corridor, with raised medians present at several intersections.

Whittier Boulevard is an east-west Major Roadway that runs through the center of the City, stretching from the Los Angeles River in the west to Whittier and La Habra in the east. Within Montebello, Whittier Boulevard has two travel lanes in each direction with a posted speed limit of 30 mph. East of Greenwood Avenue, the road narrows as it enters downtown Montebello.

No bicycle facilities are provided on either streets.

Parking: In Downtown Montebello, on-street parking is free but with some time restrictions. At locations with higher activity levels, there have been observations of localized parking demand exceeding the available supply during peak periods (e.g., lunchtime, weekday evenings, and weekends). During these periods, visitors to these downtown businesses often utilize on-street parking on-street parking to the north and south of Whittier Boulevard. To support the downtown area, the City operates a public parking area at Newmark Mall with 2-hour time limits. Additionally, several shopping centers within the Downtown Area provide off-street parking and are typically restricted to employees or customers of the center.



Walkable

Downtown is largely walkable. A large senior population residing in the downtown area benefits from a walkable downtown. The City has made streetscape improvements with landscaping and lighting to encourage walking.

Over the years, automobile oriented development has impacted safety while reducing the comfort associated walkability. Large parking areas in the front, driveway cuts, blank walls associated with such development compromise the walking experience downtown. Recently entitled projects offer the promise of enhancing safety and comfort while the street level human scale detailing adds visual interest.

The downtown area includes wide sidewalks which are buffered by palm trees (which provide limited shade) and parallel on-street parking. Curb extensions (often consisting of trees planted within the parking lane) and high-visibility ladder crosswalks aid in crossing the four lanes of traffic; however, the crossings at 7th Street, 6th Street, and 3rd Street are uncontrolled.

Transit

In the Downtown area, Line 10 on Whittier Boulevard provides east-west service between East Los Angeles College and Whittwood Town Center. The route already operates with high service frequency, carries the most passengers, and has strong on-time performance.

Line 20 is an average ridership route with high on-time performance. Ridership is highest in downtown Montebello.

DIAL-A-TAXI In addition to the fixed-route system, Montebello Bus Lines offers a Dial-A-Taxi service for Montebello residents ages 62 and older and/or with a disability. Qualifying residents may apply through a paper application and a physician's form submitted to the city. Dial-A-Taxi service provides transportation within the City of Montebello for any trip purpose and within a larger service area for medical trips only. Dial-A-Taxi service is available 24 hours per day and 7 days per week, including holidays.

MONTEBELLO LINK MBL offers a contracted service known as Montebello Link that provides feeder service to Metrolink commuter rail service. Montebello Link is a semi-fixed-route service that uses a reservation-based system to provide flexible service between the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, and Monterey Park.

Montebello Bus Lines' (MBL) expansive service area supports regional connectivity by providing transfer opportunities with nine transit providers. MBL connects to various modes including local bus, express bus, light rail, and commuter rail.

Purpose

The Downtown Montebello Specific Plan is an integrated plan that implements the community driven vision, direction, and policy guidance set in the Montebello General Plan.

The Downtown Montebello Specific Plan will guide decisions to achieve a future that is responsive to community needs and desires; far-sighted and pragmatic in grappling with trends; resilient to respond to future shocks and stresses; and system-based, bridging the practice gaps within different fields, departments, or organizations.

The Downtown Montebello Specific Plan establishes the City's long-range vision and serves the following purposes:

- Sets forth the principles, goals, policies, and actions to help achieve the community vision, establishing the basis for evaluating choices and making near- and long-term decisions;
- Defines integrated strategies for environmental stewardship, economic development, place-making, housing, mobility, resilience, health, safety, recreation, and culture to help achieve the community's vision; and
- Prioritizes actions to advance on-going implementation.

Implementation: The Downtown Montebello Specific Plan guides the City Council and Planning Commission's decisions to shape Downtown's built environment through zoning and subdivision regulations, and other land development decisions; coordinated review of changes in public rights-of-way, facilities, or utilities; and capital improvements. Other plans, including other Departments' operating and capital improvement budget, provide more detailed guidance on these decisions.

Maintenance and Update of the Downtown

Montebello Specific Plan: It is not possible to forecast with certainty all possible situations that may arise over the 2045 planning horizon. Therefore, the City Council should periodically review the imple-

mentation of this Specific Plan. The Planning Department is responsible for maintaining the information in this Specific Plan and its Implementation Program in between periodic updates.

Relationships to Other Plans

Montebello General Plan: As the Downtown Montebello Specific Plan and the General Plan were prepared and adopted simultaneously, the two documents are entirely consistent with each other.

Zoning Ordinance Consistency: To ensure consistency between the Downtown Montebello Specific Plan and the Montebello Zoning Code and Map, the Zoning Code and Map will be amended concurrent with the adoption of this Plan. Where land use regulations and/or development standards of the Montebello Zoning Code are inconsistent with this Specific Plan, the standards and regulations of the Downtown Montebello Specific Plan shall prevail. Any issue not specifically covered in the Specific Plan shall be subject to the regulations in the Zoning Code and/ or Municipal Code. Interpretations may be made by the Planning and Community Development Director if not specifically covered in the City's existing regulations.

Sustainable Communities Strategy (SCS): Senate Bill 375, requires each metropolitan planning organization to prepare a SCS that includes the most recent planning assumptions from local general plans. The Southern California Association of Government (SCAG) has developed a SCS that seeks to integrate land use and transportation strategies to meet emissions reduction targets. City of Montebello acknowledges the need to address issues within its control that contribute to greenhouse gas emissions. As such Downtown Montebello Specific Plan includes policies to guide the City's actions and to comply with the requirements of AB 32, SB 375 and SCS.



Process

The Downtown Montebello Specific Plan was developed in conjunction with the General Plan Update. This allowed a wider dialogue about linkages and the role of downtown within the larger city framework. The planning process for Downtown Montebello, which began in September

2020, was designed around extensive, thoughtful input from the local community. The process to develop the Downtown Montebello Specific Plan together with the General Plan update consisted of eight steps spanning a period of 36 months.

Team Organization

The project team consisted of an executive team and eight topical focus groups.

Executive Team: The Executive Team included City Management, Project Manager, and Department heads from the City staff and the consulting team. The key responsibility was to review schedule and budget, logistical planning, and to facilitate the process. The Executive Team discussed and finalized work program objectives, project team member roles, civic engagement strategy, and identified a list of focus group members. By including decision makers and department heads throughout the entire process, the City has underscored the importance and role of the Downtown Montebello Specific Plan throughout all aspects of City Management, budgeting, and operations, and created stronger internal coordination.

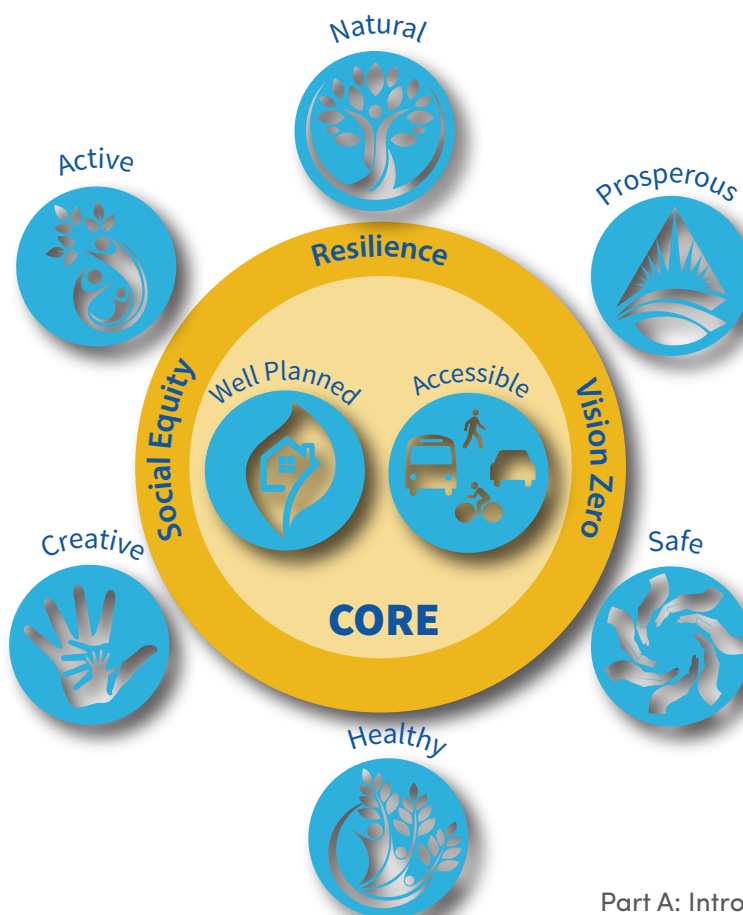
Focus Groups: Eight Focus Groups supported the process for developing policy options for the public to consider and actions to implement the public's vision. The Focus Groups included members of the consulting team, City staff, civic leaders, and local volunteers with interest or expertise in each focus group topic.

The Well-Planned and Accessible focus groups formed the CORE focus group that considered Montebello's approach to growth and preservation, incorporating perspectives from the other six groups. The CORE group developed and assessed alternate land use, circulation, and infrastructure scenarios. The Focus Groups' work occurred in three phases:

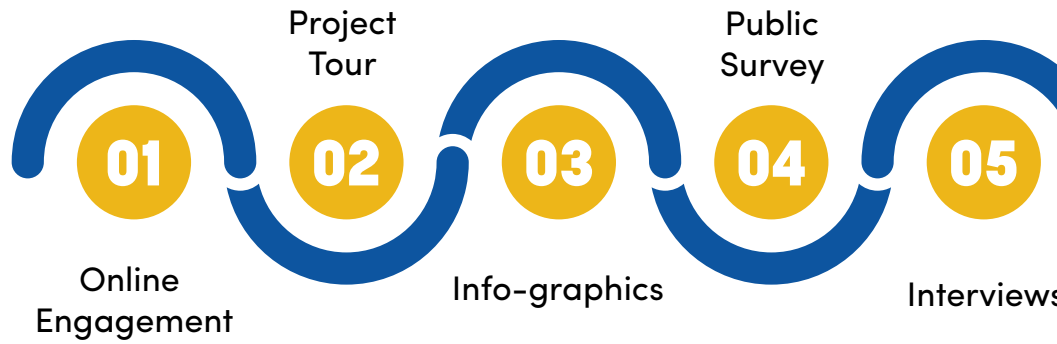
Driving Forces: (Spring 2021): The Focus Groups identified key issues, needs, opportunities, trends and outside forces shaping Montebello's future.

Scenarios (Summer 2021): The Focus Groups developed and assessed alternate land use and transportation scenarios for the City, specifically for the aging commercial corridors and centers.

Policies and actions (Spring 2022). The Focus Groups created a preferred scenario and refined their goals and policies based on the public's review. They recommended a set of immediate, short and long term concrete actions to begin implementing the policies.



Civic Engagement

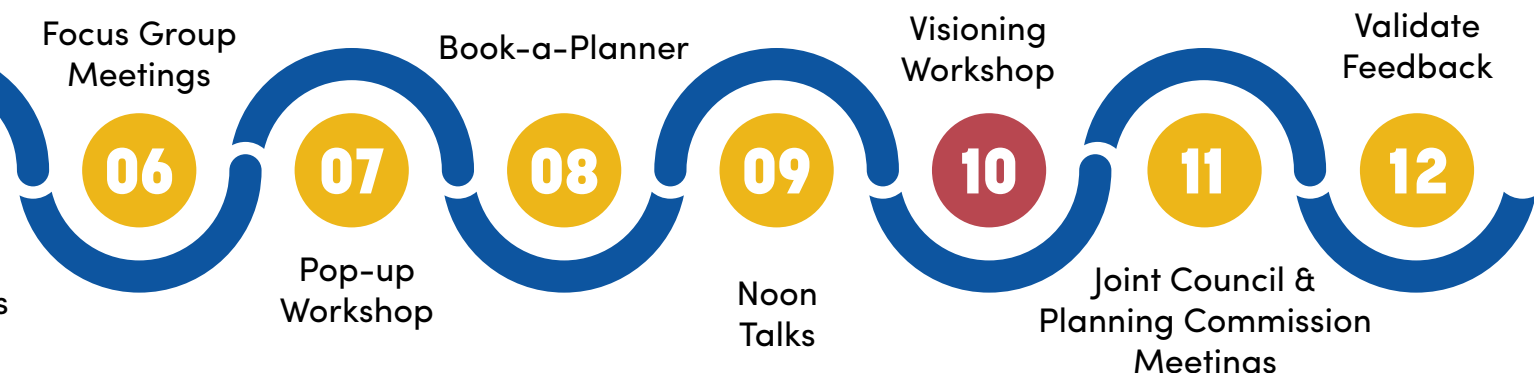


The Downtown Montebello Specific Plan was developed in conjunction with the General Plan update. The public engagement process included new and trusted techniques to encourage a diverse group of citizens to contribute to the Downtown Montebello Specific plan, including a four-day visioning charrette, over 10 Focus Group meetings, a robust online presence to help guide the process. The Speaker Series during the charrette brought national experts to provide perspective, present alternatives, and stimulate community dialogue.

Opportunities to participate included large public meetings to small stakeholder roundtables, surveys, project web page updates, social media engagement, email notifications, and Facebook posts. Each method encouraged the public to learn and convey their opinions on what was important for the city to consider over the next two decades.



Civic Engagement Strategies



Downtown Montebello Specific Plan Format

The document is organized into four parts.

Part A features existing conditions in the Downtown Area and the planning process.

Part B features the shared community vision for Downtown Montebello.

Part C includes measurable policies and actions to accomplish the community vision. Policies establish basic courses of action for the Planning Commission and City Council to follow in working to achieve the goals, by directly guiding the response of elected and appointed officials to development proposals and related community actions. Actions are specific steps the City must undertake to implement the policies.

Each policy has been additionally reviewed with three lenses: Resilience, Social Equity, and Vision Zero.

The Downtown Montebello Specific Plan is designed to be implemented over the next 20 years by residents, business and property owners, non-profit organizations, community groups, city and county agencies, and elected and appointed officials.

Part D of the Downtown Montebello Specific Plan identifies necessary actions, and includes details on their timing, responsibility, approximate cost, potential funding source(s) and status.





B Vision

Downtown Montebello will restore and leverage its natural, built, and social assets to build resilient prosperity with a focus on quality of place as a key competitive advantage.

Downtown Montebello will collaborate with stakeholders to stimulate investment and interest in downtown, connect resources and steward initiatives that allow commerce and culture to thrive. Montebello Downtown will create great places and equitable urban experiences. It will provide a framework where people are empowered to do great things, and enrich their lives.

Walkable and mixed-use development in the downtown area produces far more revenue per acre than larger format big box and malls with large areas dedicated to parking. Besides retail and restaurants, small-scale and local manufacturing businesses can fill storefronts on Whittier Boulevard and attract foot traffic. Successful local small-scale manufacturing businesses help people feel valued and help sustain the values and cultural practices of the existing residents and businesses.

The city is committed to preserving and adding to the existing supply of affordable and supportive housing. Recently entitled projects in the downtown area will increase housing that will further charge activation of the downtown core.

Proximity to daily necessities within a reasonable pedestrian journey will create streets that are active and adjacent to porous, inviting, buildings that are buffered from vehicles.

By introducing more organic and less ordered spaces, opportunities for discovery in the city can be enjoyed along the Rio Hondo Channel. Downtown will strive to become a multimodal environment, offering variety of public spaces that can pivot to a variety of uses. With modest incremental investment in streets and open spaces, a connective tissue will weave together current and proposed assets, community park, Downtown core area, and the Rio Hondo channel. A distinct and equitable downtown will emerge within a landscape that takes advantage of Montebello's mild climate with parklets, bicycle lanes, and passive and active outdoor recreation.

Strategic mobility hubs throughout Downtown area will offer more choices to move around. Enhanced walking, biking, and public transit together with shared micro-mobility solutions like scooters and e-bikes, individuals can become less reliant on private automobiles. Enhanced connections, facilities, and amenities will interconnect localized mobility choices with the broader regional transit that will further connect Montebello to the rest of the Los Angeles Metroplex and provide access to even more people.

KEY CONCEPTS

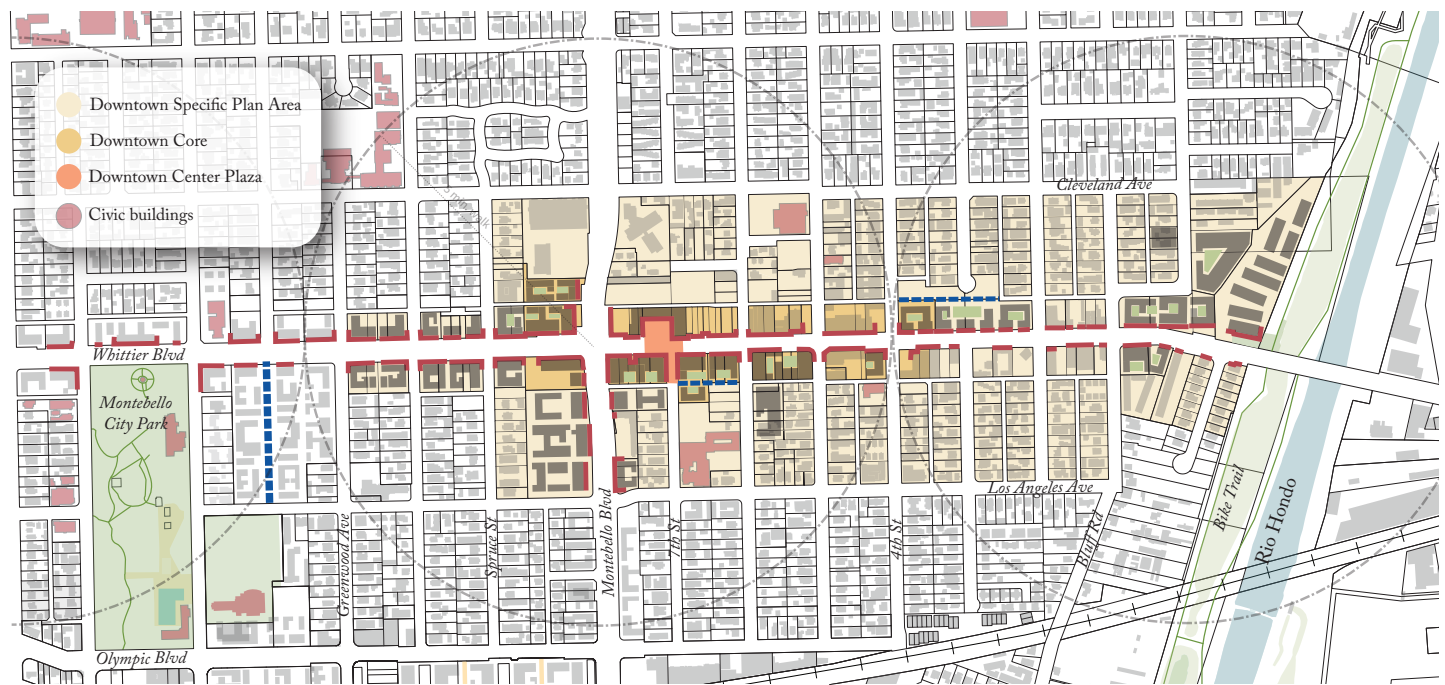


Figure B.1. Key concept map.

The larger Downtown area spans three distinctive walkable neighborhoods along Whittier Boulevard:

1. A vibrant downtown core, with a proposed distinctive square for gathering and events and people friendly streetscape. The successful Boulevard Market and recent entitled 132 units walkable and mixed-use development will spark renewed energy in the core. The City owns many parcels in the core and can leverage a significant place-maker in the downtown area.
2. On the western edge, the Montebello City Park is the center of the neighborhood and the larger community for a variety of active and passive recreation activities with playgrounds, senior center, gymnasium and youth center, an outdoor pool, tennis courts, skate park & amphitheater. The Montebello City Park also hosts a variety of cultural events and festivals throughout the year. The frontage along Whittier Boulevard, particularly the parcels facing the park and the large Superior Grocers parking lot offer future redevelopment opportunities.
3. On the eastern edge, the Rio Hondo Channel connects many neighbor-

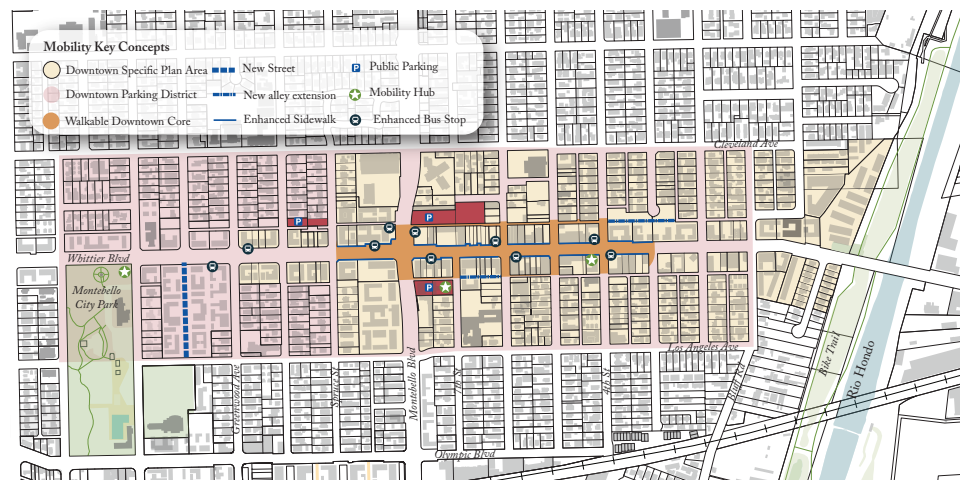


Figure B.2. Key mobility concept map.

hoods in Montebello and is part of the visionary Emerald Necklace — a 17-mile loop of river-adjacent bike- and greenways, which connects 10 cities and nearly 500,000 residents. A new stepped sculpture park will link the downtown to the Rio Hondo Channel. Redevelopment of key parcels along Whittier Boulevard and unique streetscape improvements will create a signature entry to the Downtown and the City.

Mobility

Walking and biking is the preferred mode of getting around within the downtown area. Downtown Montebello will restore

and reconnect the downtown street grid through new street segments and retrofit existing streets to create safe, pedestrian- and storefront-oriented, bikeable streets.

Strategically located mobility hubs at key downtown locations will allow switches between different transportation services, including shared and micro-mobility, in a seamless manner.

In the downtown area, a park-once approach will allow visitors to park at one parking facility and walk, ride, or take transit between destinations instead of driving and re-parking. This decreases vehicle trips, congestion, delays to transit, and conflicts with pedestrian activity.

focus



each focus in this symbiotic system is made stronger by its relationship to other focuses.



Figure B.3. Illustrative Plan.

The Downtown vision includes physical, programmatic, and organizational recommendations to reimagine the future of downtown. The vision is organized under three interrelated focuses:

1. People-based
2. Place-making
3. Prosperous

1. PEOPLE-BASED

The heart and soul of the Downtown area are the people coming together for collaboration, commerce, entertainment, and comfort. Downtown is where we come to understand Montebello's shared purpose and values that in turn inspire us to belong and do great things. The Vision is to reinvent the downtown area as a people-centric, more vibrant, healthy and culturally rich space. The people-centric approach provides an integrated focus on the wholistic experience of downtown and explores the relationships between design, processes, spaces and people.

The Plan seeks to preserve, restore if necessary, and leverage unique existing assets in the downtown, while attracting new and distinctive assets that enhance or emphasize people's lives.

Public spaces in the downtown will be a curated canvas that cultivates a new wave of place-based art. Murals to installations to sculptures will attract people to downtown spaces and share, celebrate, and contribute to the cultural and aesthetic quality of the neighborhood.



Rendering of downtown core.

2. PLACE-MAKING

Placemaking is a people-centric approach to the planning, design and management of public spaces. The public spaces include downtown streets, parks, Rio Hondo Channel, and public frontages of buildings.

The Vision capitalizes on existing assets, community desires, and the latent potential of downtown with the intention of creating public spaces that promote people's health, happiness, and well-being. Public space as a system (a network of spaces) delivers exponential benefits. In a network approach, infrastructure and landscape become an inextricable green infrastructure recommended by the Montebello General Plan.

Good access is fundamental for people to reap the numerous social, health, cultural, environmental and economic benefit of the downtown area. Access may be delivered in many ways but the most humane is pedestrian access. Key to this is the design of a public space network that is safe, comfortable, and enjoyable, where walking is done by choice. Recognizing the existing assets of the downtown area, the vision is centered on converging phased public and private investments and activating public streets and open spaces.



Aerial rendering of downtown area.



A. Green Infrastructure

The Montebello General Plan identifies an integrated and connected Green Infrastructure (GI) system that will draw people to the Rio Hondo Channel and create a green network that connects neighborhoods, parks, schools, and other amenities within the City. The Downtown Montebello Specific Plan seeks to weave together the Downtown plaza, parks, open spaces, green streets and paths to the revitalized Rio Hondo Channel to the east and the Montebello City Park to the west. The GI components are:

Major corridors: Maximize shade trees to increase pedestrian activity and calming roadway speeds.

Neighborhood Streets: Flowering shade tree districts that encourages neighborhood identity and connections.

Downtown: Establish Downtown as a pedestrian friendly area with wide sidewalks, shaded street trees, street art, and iconic plazas. Allow for street closures for various events, holiday festivities, farmers market, lively arts and entertainment.

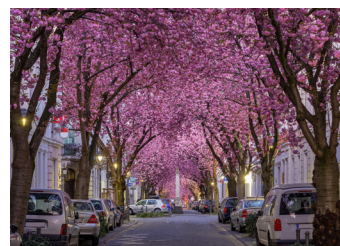
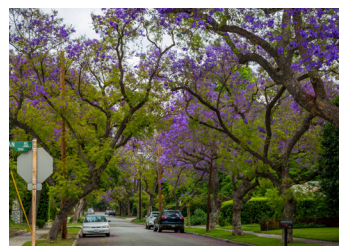
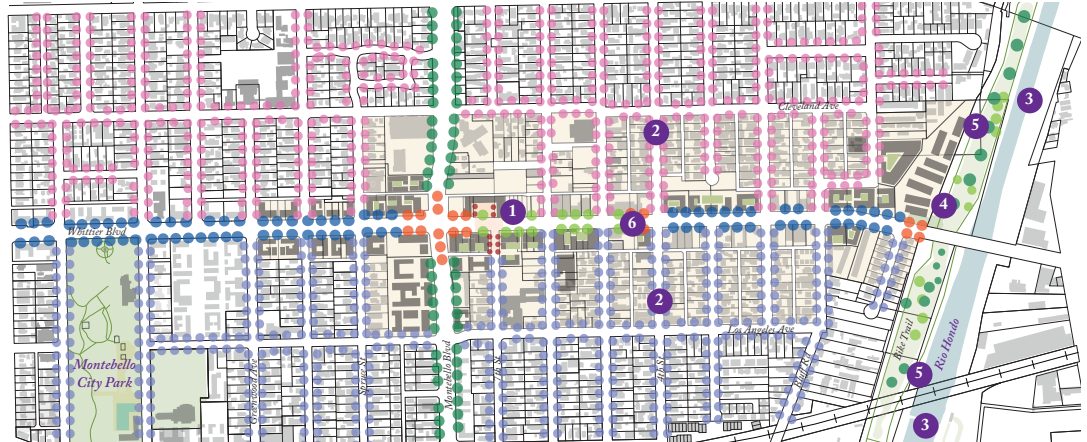
Trail Systems: Increase linkages to the Rio Hondo trail. Encourage urban pedestrian trails within neighborhoods connecting open space and other points of interest.

City Center Plaza: Just east of the intersection of Montebello Boulevard on Whittier Boulevard is the proposed City Center Plaza. The plaza will be a gateway to the central core of the downtown. The plaza arrival will be accented by a mix of strong vertical Italian Cypress trees and Date Palms at the intersection of Montebello and Whittier Boulevards. The plaza open space will be carved in the urban building fabric to be used for community events, celebrations and social gatherings. The plaza paving flows across Whittier Boulevard to Seventh Street Paseo



- 1 *Downtown Pedestrian Core. The Specific Plan proposes to narrow Whittier Boulevard from 4 lanes to 2, widen sidewalks, and add two urban plazas. Cross streets are proposed to be enhanced by promoting flex parking or parklets from Whittier Boulevard to the alleys.*

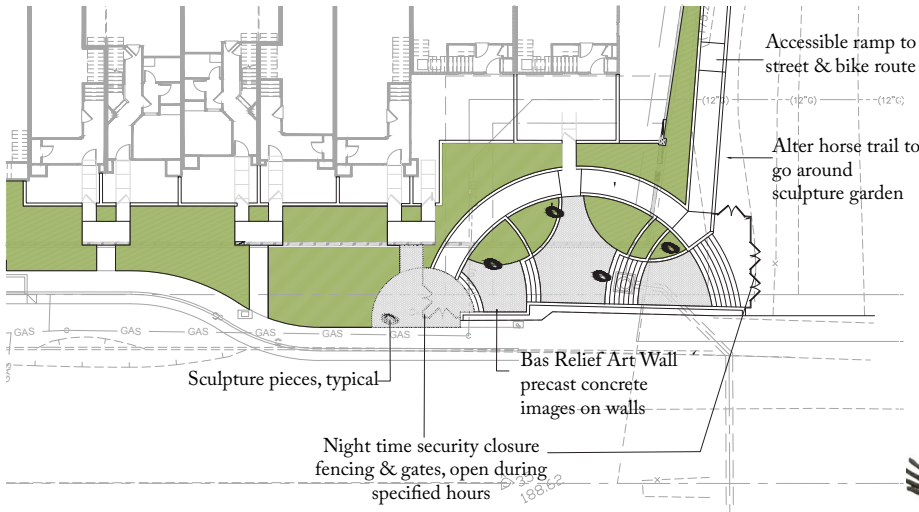
tying together the downtown neighborhoods with easy access to public parking to the north and south. Existing alleys can serve as alternate vehicular routes for those special events when the City chooses to close the Downtown Core for major block party events and celebrations. Vase form trees line the central core of the district that allows for storefront and signage visibility, while providing a shaded canopy above. Special lighting within the core and plaza can be added on festive occasions.



- 2 *Street trees provide human scale, shade, character, and encourage neighborhood identity.*



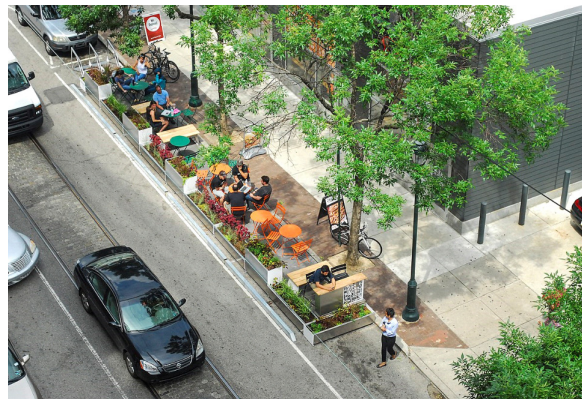
5 *Rio Hondo trail system with enhanced pedestrian and bicycling connectors to neighborhoods.*



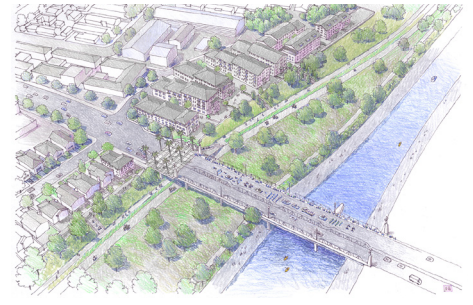
4 *Steps and ramps within a sculpture park setting link downtown to the Rio Hondo Channel.*



4 *Stairs, ramps, and public art in the Sculpture Park leading to the Rio Hondo Channel.*



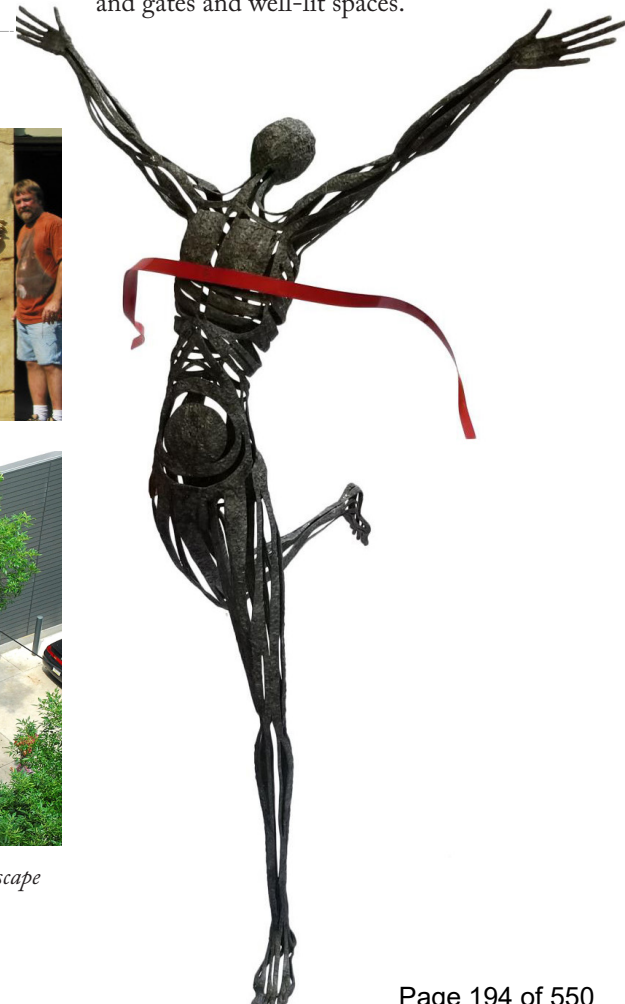
6 *Parklets on Whittier Boulevard introduce new streetscape features such as seating, planting, bicycle parking, or elements of play.*



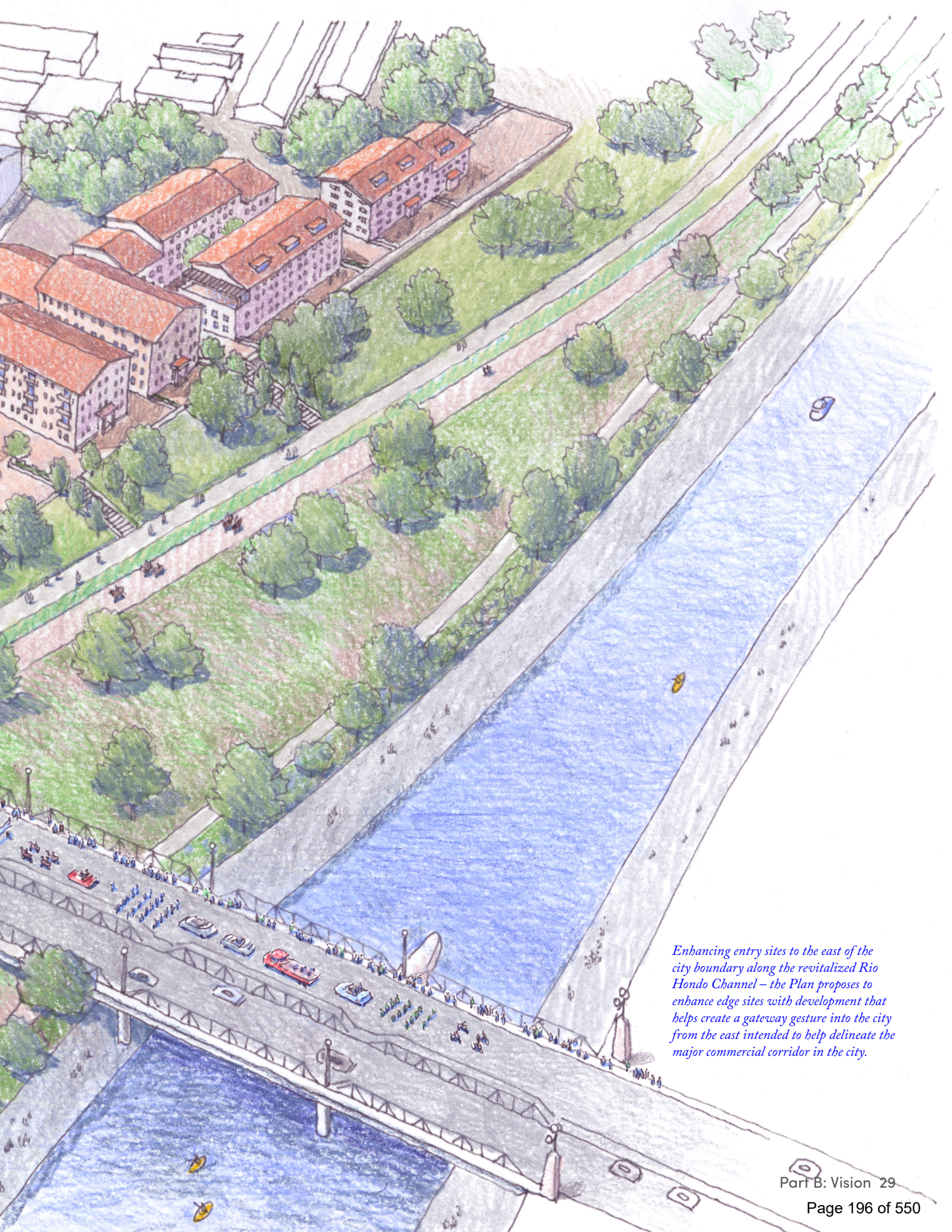
3 *Revitalized Rio Hondo Channel.*

Located adjacent to the Whittier Boulevard Bridge crossing of the Rio Hondo this connecting space brings accessibility of the downtown to the water amenity. Gentle curving ramps and stairs meander thru the space that is envisioned to have community works of art accenting the river walk connector experience.

Bridge abutments are clad with bas relief art works and sculptures and other environmental art elements are dotted along the walk. The connector park space reinforces the daily commuter entry arrival into Montebello from the east. California Sycamore trees meander through the lush native riparian plantings of the connector walk and ramps. The space is secured at night with decorative functional art fences and gates and well-lit spaces.







Enhancing entry sites to the east of the city boundary along the revitalized Rio Hondo Channel – the Plan proposes to enhance edge sites with development that helps create a gateway gesture into the city from the east intended to help delineate the major commercial corridor in the city.

B. Vibrant Downtown

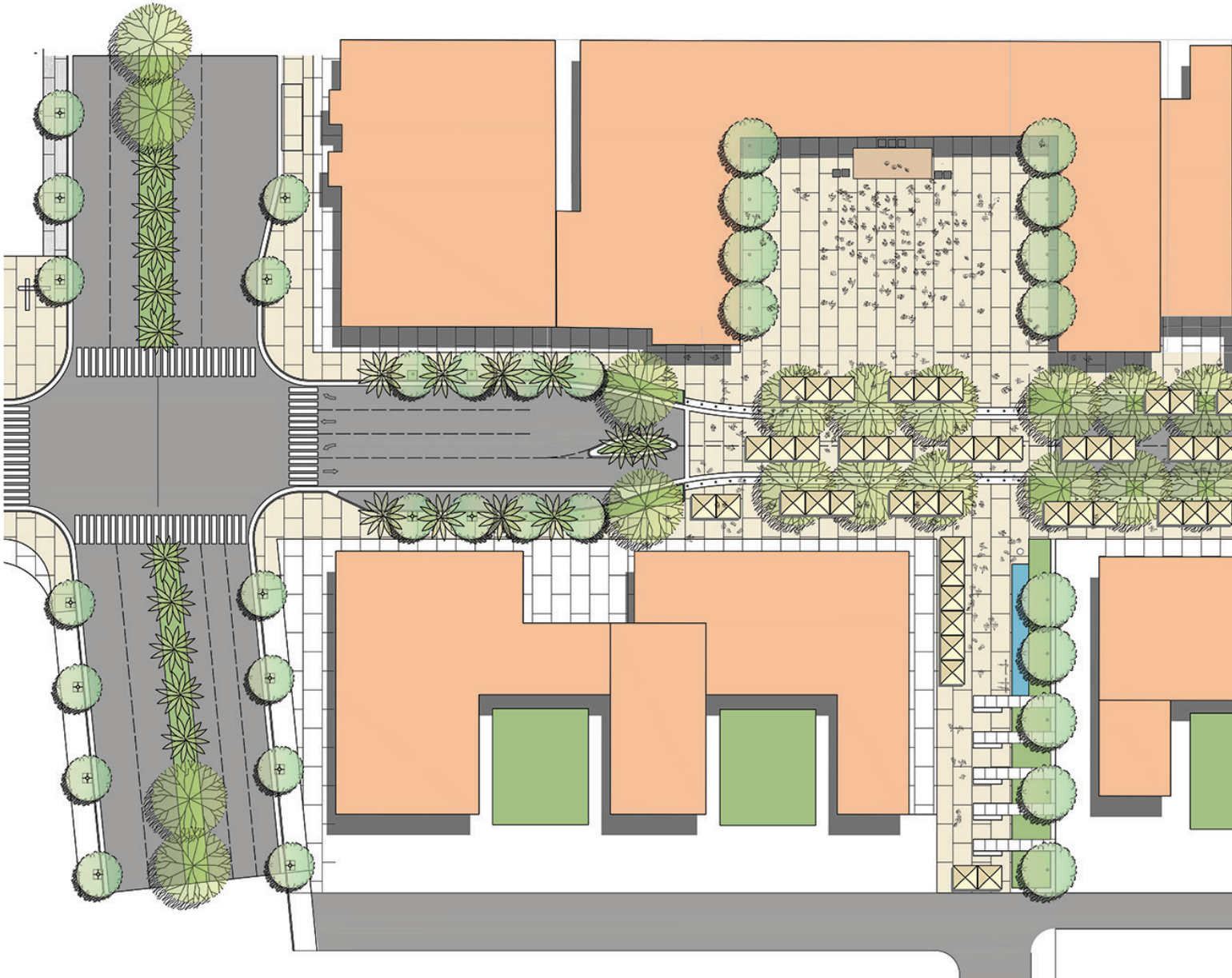
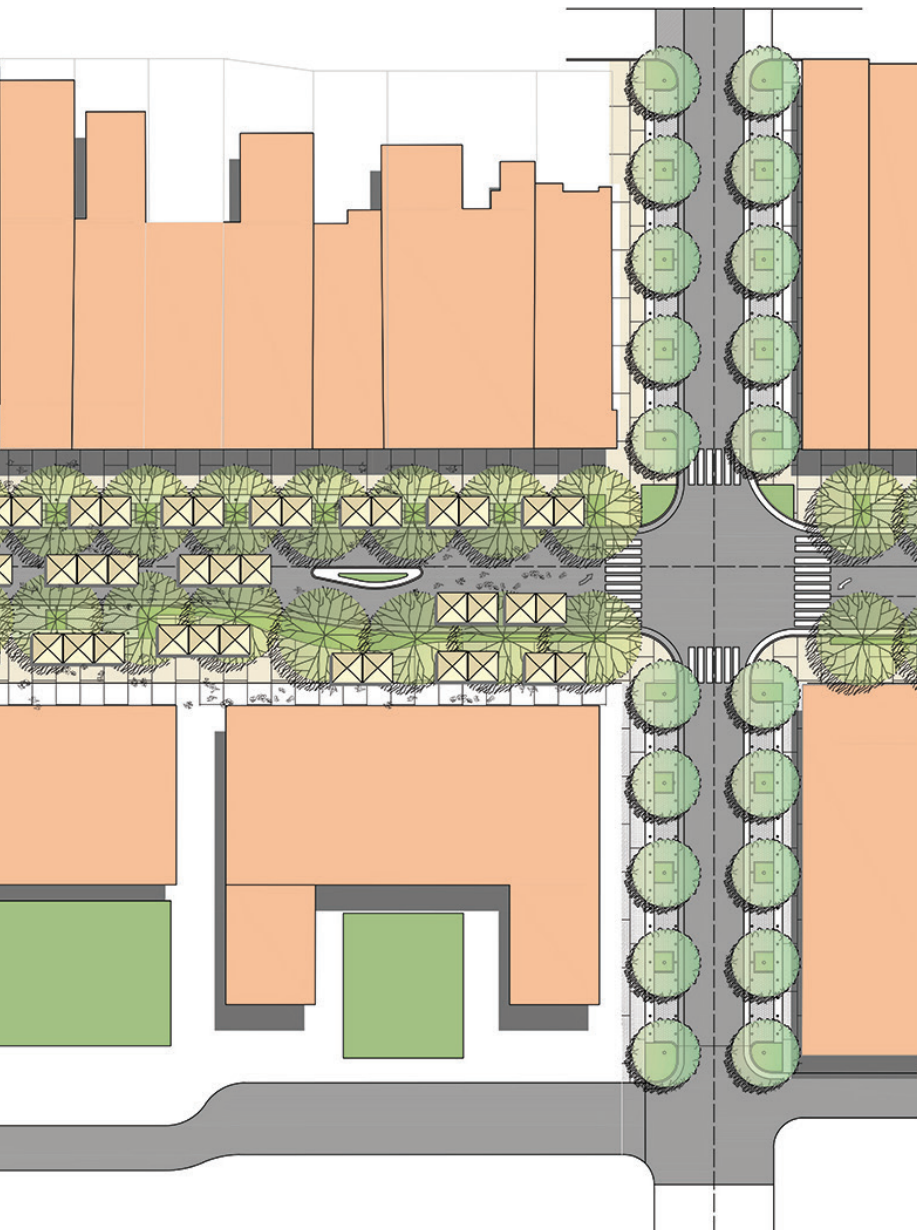


Figure B.4. Temporary Street Fair along Whittier Boulevard.



Figure B.5. Temporary public event at the urban plaza.

Enhancing Whittier Boulevard – The historic Main Street along Whittier Boulevard east of 11th Street has the makings of a memorable downtown. The Downtown Montebello Specific Plan developed in conjunction with the General Plan proposes to enhance the street through selective market supported infill development with two and three-story buildings that will augment the character and quality of the street as well as activate the street giving new energy to the area through unique, local, and high-quality experience-based retail opportunities.



The mid-block large, urban plaza will magnify the downtown's energy and activity, and also provide rest and relaxation in an urban context.

The paved surface of the plaza would extend into the street and along seventh street drawing people into the plaza while slowing down the traffic to create a safe and comfortable pedestrian priority zone in the downtown area.

Three-story building along Whittier Boulevard with a four-story building element towards the rear provide spatial enclosure and intensity and variety of land uses necessary to activate the plaza. Arcade on the ground level can provide shade and sheltered space for outdoor cafes.

The shape, design, and proportion of the plaza is ideal for hosting large and small community gatherings, celebrations, and events.

C. Great Streets

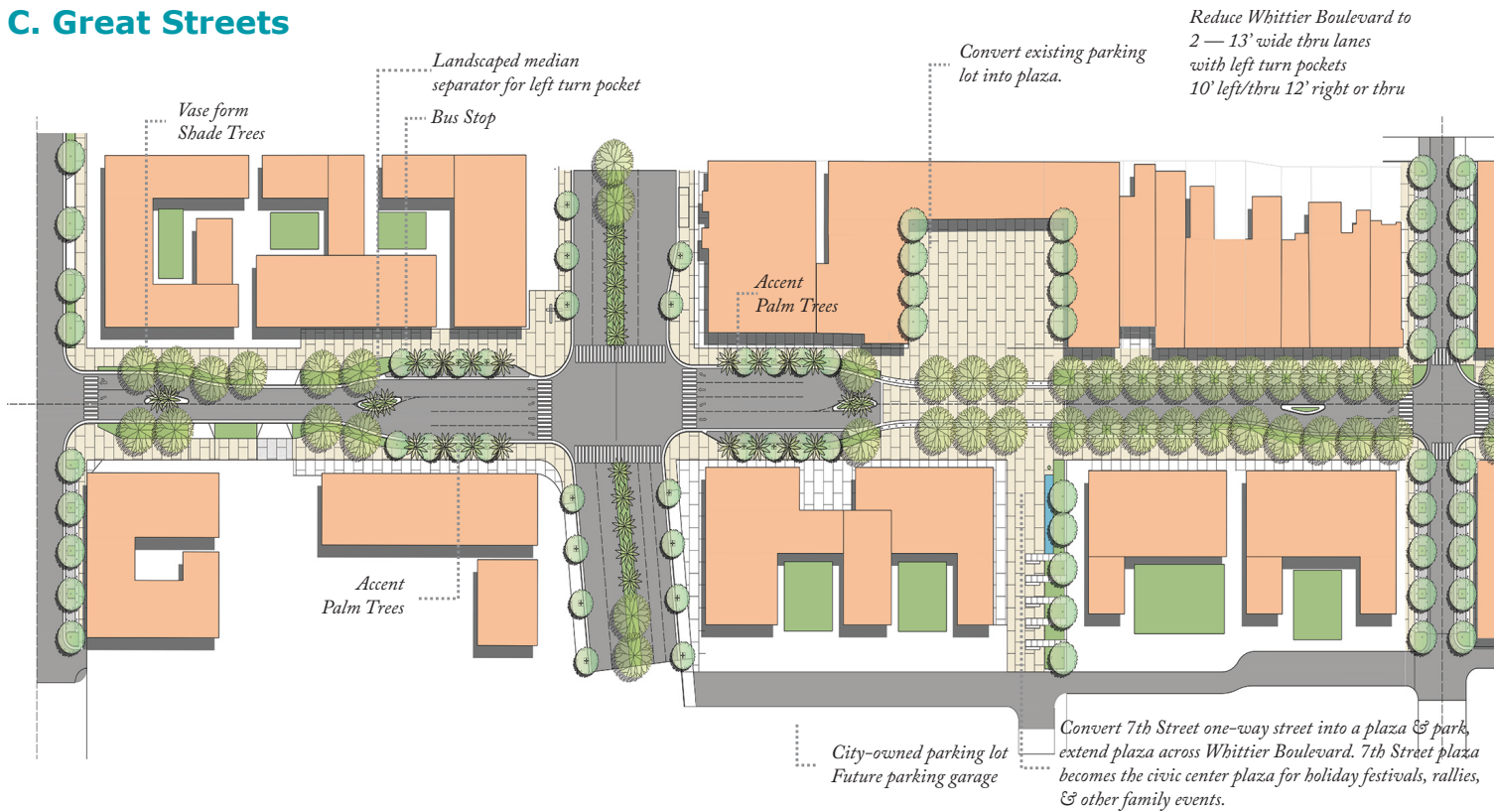


Figure B.6. Whittier Boulevard streetscape improvements.

The General Plan recommends enhancing the City's principal streets as part of an open space and development scaffold. The grid of streets are the city's most ubiquitous public space. This vision proposes the enhancement of the city's main north-south and east-west arterials. These enhancements will include street-

scape improvements with landscape and appropriate navigation to make these streets identifiable routes within the overall city grid. These landscaped streets along with new proposed parks, and plazas will create a large open space scaffold around which development will be planned and designed.



Figure B.7. Whittier Boulevard, gateway location.



Figure B.8. Whittier Boulevard, within the Downtown Core area.



Figure B.9. Whittier Boulevard, west of Spruce Street.

Whittier Boulevard — The historic core of the City. The General Plan recommends two larger activity anchors at either end of the downtown: 1) on the western edge, new mixed-use development anchored by a public plaza closer to Montebello Boulevard; 2) and on the eastern edge, a new mixed-use development with a sculpture park that links downtown to the Rio Hondo Trail system. The two anchors are connected by continuous row of smaller existing and new infill buildings along the way. West of Montebello Boulevard, new mixed-use infill on Whittier Boulevard could generate new housing and also help connect the Main Street environment westward as public realm of comparable quality, with a different character and use based on various residential development typologies.

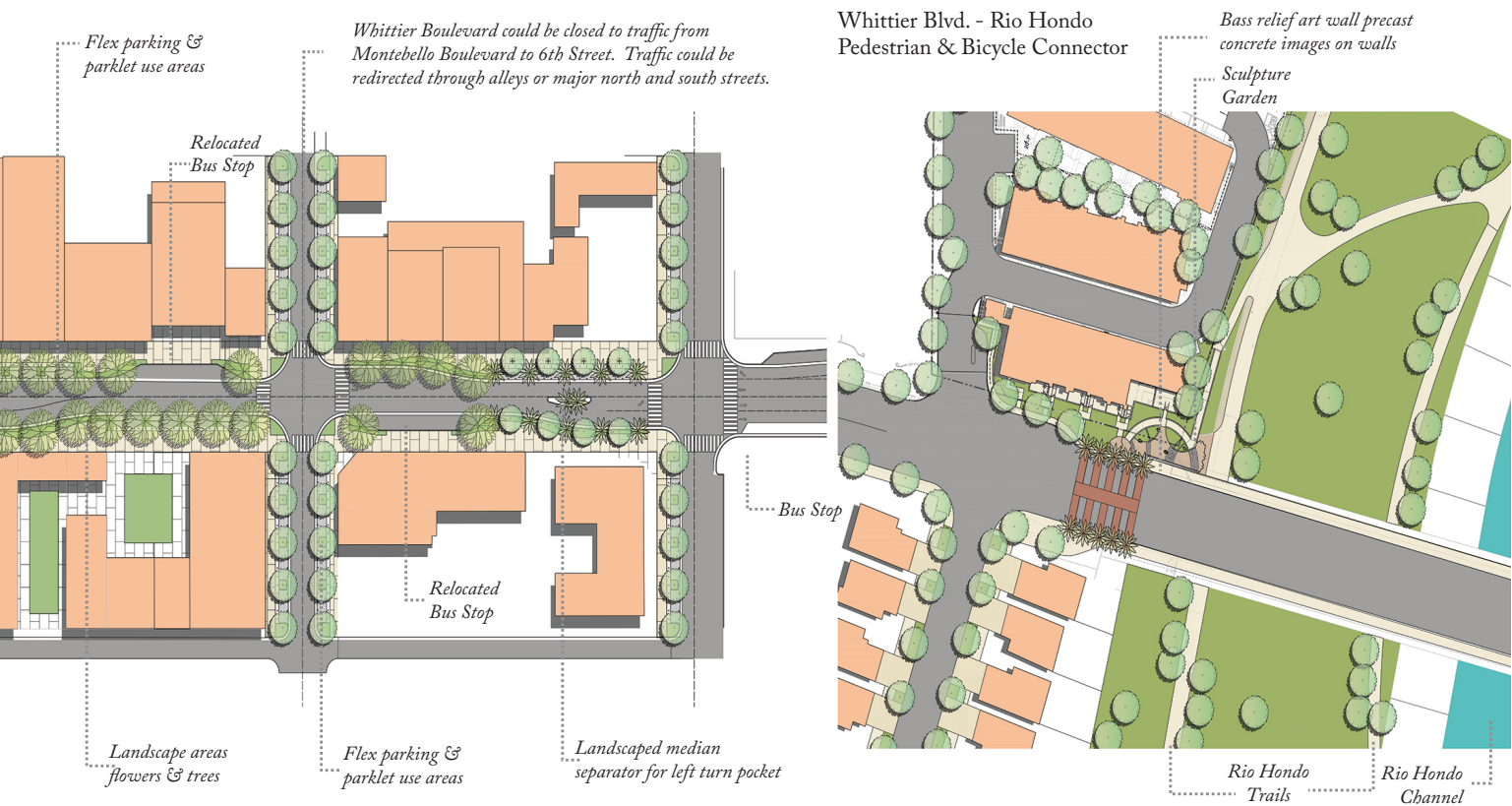


Figure B.10. Parklet illustration.



Figure B.11. Montebello Boulevard, north of Whittier Boulevard.

Montebello Boulevard — This plan proposes new infill along North Montebello between Washington Boulevard and Whittier Boulevard as means to connect the historic main street and new transit-district. This portion of the street could be designed to be bicycle-friendly and walkable to accord a seamless connection between the two east-west streets.

"The street is the river of life of the city, the place where we come together, the pathway to the center." —William H. Whyte



Figure B.12. Typical Residential Streets.

Residential Streets — Flowering street trees harken back to the Montebello's moniker as the "City of Flowers" while encouraging neighborhood identity.

D. More Choices for Getting Around

The City of Montebello's vision is to provide safe and convenient multimodal travel options for residents, employees, and visitors of all ages and abilities. The City's aspirational transportation network is one that encourages users to switch from driving alone to other modes such as walking, biking, riding transit, carpooling, and taking rideshare. It is also a network that manages the City's resources in balance with its land use context and built environment. By providing a multimodal network of complete streets, the City can shift the current driving-dominant mode split towards alternative modes that can bring about public and environmental health benefits.

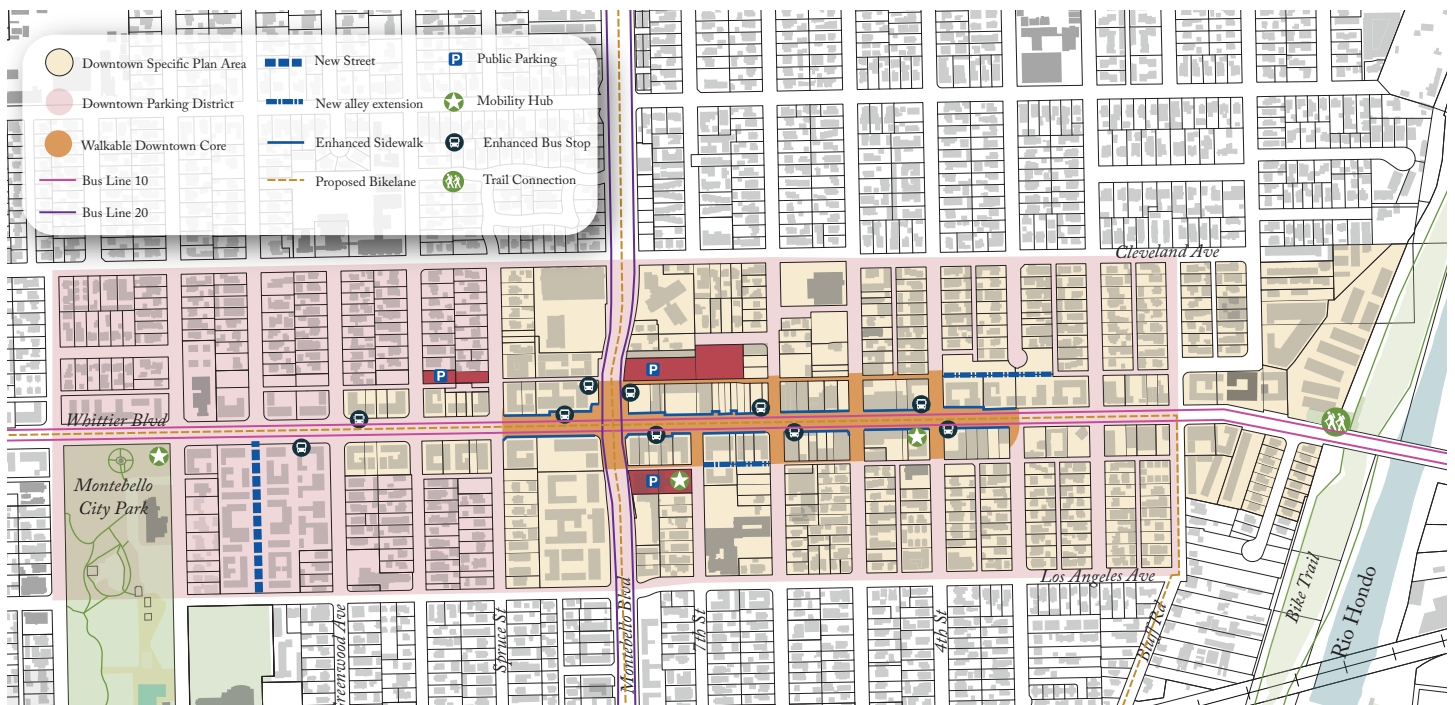


Figure B.13. Mobility vision.

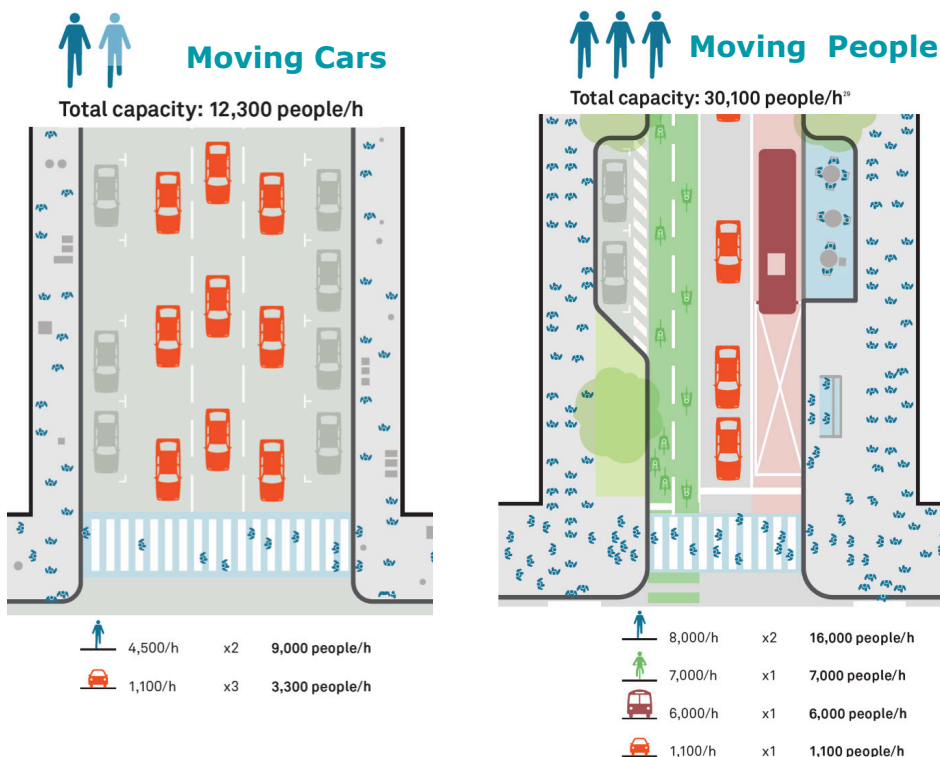


Figure B.14. Prioritize moving people over cars. Downtown Streets will invite people to walk, bike, scooter, and take reliable, high-frequency public transit.



Figure B.15. Mobility Hub at Whittier Boulevard and 4th Street would provide mobility options to residents, employees, and visitors in the Downtown Area and provide connectivity to transit. As shown in the mobility hub illustration, improvements could include providing bus shelters, informational signage, bike parking, and designated loading/unloading curb-space for TNCs.

Montebello will enhance different transport options to get around by focusing on mobility strategies that revolve around the movement of people with sustainable and environmentally friendly modes of transportation. Partially shifting private vehicles to other transport modes like cycling, public- and shared transport has several benefits like improving public health and is an essential step towards improving air quality. This can also be economically beneficial as traffic congestion holds back our economy through lost time and productivity.

To facilitate this shift from private vehicles, Montebello will invest in and prioritize convenient, efficient, affordable, and appealing alternative forms of transport infrastructure and ensure multi-modal network connectivity.

Comfortable bicycle facilities along these roadways can help improve access to local destinations (such as downtown Montebello), improve access to regional destinations such as the Rio Honda Trail, and facilitate connections to major transit hubs.

The General Plan encourages walkable urban development around transit hubs and corridors. Shaping a more walkable Montebello involves redesigning the space to reduce car domi-

nance and marks the pedestrian re-appropriation of the street in portions of downtown and the corridors. Space for pedestrians, bikes, and transit created by right-sizing the travel lanes for projected vehicular capacity fosters new opportunities for unprecedented urban transformation. Shade trees on major corridors and residential streets with accessible wide sidewalks, enhanced crosswalks, and where feasible reduced number of travel lanes will facilitate walking connections to open space, parks, schools, and other destinations.

Montebello will improve walking/biking access to transit, address gaps in connectivity between transit and destinations through local shuttles, demand responsive services such as Uber or Lyft with appropriate management of curb space for ride-share providers. The Montebello Moves Study will review existing transit services and propose service improvements to improve efficiency and accommodate future growth.

3. PROSPEROUS

Historically, Whittier Boulevard has been Montebello's Main Street where the wealth of the community has accumulated over generations. Even today, the small and local businesses in walkable downtown support local business activity, generate greater tax revenue per acre and offer a higher return on investment than any auto-oriented development elsewhere in the City. Downtown Montebello is also economically significant because of their incredibly high return on public investment. Investment in people-oriented places downtown creates lasting value that will continue to benefit local residents and businesses for decades and even centuries to come.

Adding more building and less parking drives productivity up fastest. As building is added, and downtown grows, multiple factors can continue to boast functionality, private wealth growth, and public productivity:

- a. Design and construction for more people (over cars) enables much more land to be used for productive buildings.
- b. Mixing of uses on multiple floors improves productivity (value per acre), supports local businesses and makes downtown an enjoyable and safe place for walking.
- c. Additional housing types can also improve affordability.

What is productive growth?

Assessing how much a property owner owes in property tax depends largely on the building with little value placed on the land beneath as compared to the building itself. Therefore, if a developer constructs a cheaper building, they actually benefit by lower tax value. The result is that the City loses, both in terms of the property tax it collects and the long-term legacy of cheap single-use buildings.

Large-format suburban pattern of buildings surrounded by acres of parking generate less revenue per acre than a smaller infill mix-use building in a walkable setting. This urban infill pattern of productive growth that is fiscally productive and produces mixed-use and walkable urbanism is desirable in Montebello's downtown and corridors and the newly planned neighborhoods.

Prioritize Productive Growth

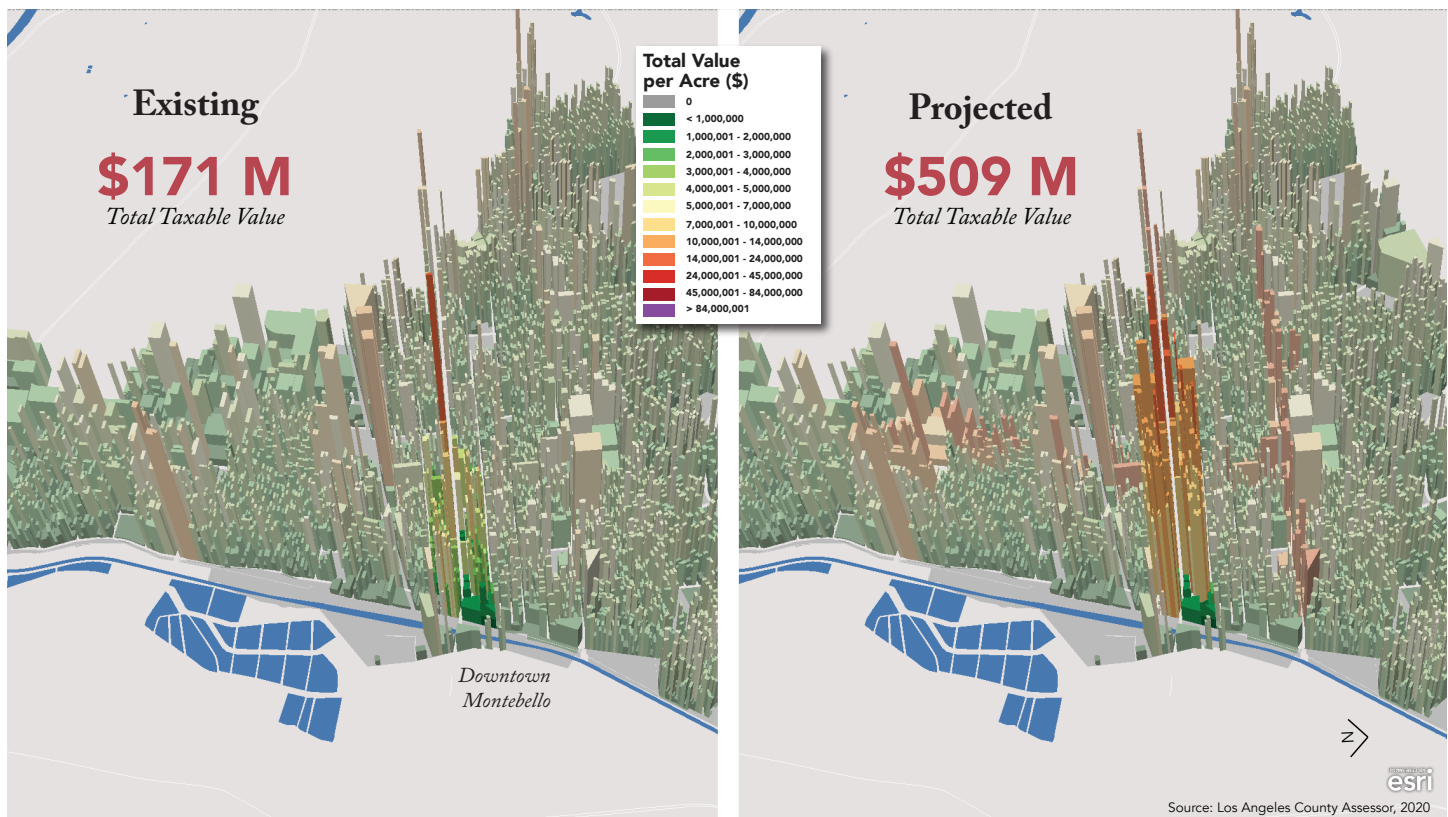


Figure B.16. Productive and contextual infill growth proposed in the Downtown Montebello Specific Plan has the potential to tripple the total taxable value of downtown area.

The General Plan envisions a Montebello that supports and encourages highly productive and efficient land use development as a path towards long-term financial sustainability. By reinforcing the productivity of downtown, the total assessed value of taxable property will increase and will generate additional public revenue. With the expanded property tax revenue, Montebello will be financially capable of making investments that improve the quality of life for the City's residents, business owners and visitors. The housing priorities and opportunities identified in this plan have the potential to not only increase the stock of available housing, but to do so in ways that generate sustainable public

wealth. By prioritizing a diverse portfolio of residential developments, including multi-family and mixed-use opportunities, the short and long term housing priorities will be good stewards of the finite resource of available land in the City. Specifically, the short-term housing objectives have the potential to add between \$1-3 billion in additional taxable value to the City. Collectively, the short-, mid-, and long-term objectives could add an additional \$5.7 billion to the property tax base for the City. Infill development along downtown corridors has the potential to tripple the total taxable value in the downtown area from \$171 million to \$509 million.

4. PHASED IMPROVEMENTS



Figure B.17. Coordinated and phased public and private improvements.

Downtown is build out and the opportunities are limited to smaller infill redevelopment opportunities. This smaller infill scale is more contextual with existing development. The infill scale also lowers the barrier to entry and provides a competitive advantage to small local developers.

The preferred approach is to prioritize the funding and development of public realm improvements in areas where private development is proposed. Public funding for public realm improvements could be combined with areawide/private sector funding as might be provided through an assessment district in the area (e.g.: Enhanced Infrastructure Financing District, Business Improvement District, Community Finance District, or Community Benefit District).

The public realm projects are prioritized based on their ability to kick-start or facilitate orderly implementation of the overall vision. These include short-term improvements and programs that require a short timeline and a small budget, but builds momentum, partnership, and trust to do bigger and longer term projects. Periodic evaluation must occur on a regular basis with adjustments made to keep the vision fresh and relevant.

A. Public Projects

Enhance Whittier Boulevard

- 1a Reduce Whittier Boulevard to two 13 foot though Lanes with left turn pockets of 10 feet.
- 1b Flex parking and parklet use areas. Due to street crown and sidewalk slope make parking areas flush with sidewalks. Provide warning band and moveable bollards. Move bollards for merchant or restaurant use to increase sidewalk use.
- 1c Landscape areas flowers and trees.
 - Vase form shade trees; and
 - Accent palm trees at entry to downtown

Enhance Whittier Boulevard with paving and new streetscape within the downtown core:

- 1di • From half a block west of Montebello Boulevard to half a block east of 4th Street; and
- 1dii • The intersection of Whittier Boulevard and Montebello Boulevard.
- 1e Enhance Whittier Boulevard from 3rd Street to Rio Hondo Channel with new streetscape.
- 1f Introduce new street from Whittier Boulevard to Los Angeles Avenue.

Downtown Center Plaza

- 2 Terminate 7th Street into a plaza and park and extend the plaza across the street. 7th Street Plaza becomes the City Center Plaza for holiday festivals, rallies, and other events. During events Whittier Boulevard could be closed to traffic from Montebello to 6th Street and traffic could be redirected through alleys or major streets north and south.



B. Public-Private Projects

- B1** Develop city identified parcels on Whittier Boulevard.
- B2** Develop mixed use with street retail on Whittier Boulevard from Montebello Boulevard to 3rd Street for a half block.
- B3** Develop special sites on Whittier Boulevard at gateway locations.
- B4** Develop mixed use with street retail on Whittier Boulevard from Montebello Boulevard to Spruce Street for half a block.
- B5** Develop mixed use on Whittier Boulevard from Spruce Street to Taylor Avenue.
- B6** New infill on corridor from Whittier Boulevard to Los Angeles Avenue.
- B7** Develop special sites on Whittier Boulevard around park.
- B8** Develop mixed use on Whittier Boulevard from Park Avenue to Maple Avenue for a half block.
- B9** Develop mixed use on Whittier Boulevard from 4th Street to Rio Hondo Channel.

Lean and Local Urbanism

Majority of Downtown Montebello businesses are small with fewer than 20 employees. The small and local businesses return majority of their revenue to the local community as compared to larger nationally owned enterprises. The Downtown Montebello Specific Plan represents Montebello preference to retain and grow small, locally owned enterprises that build cultural, social, built, and financial capital. The locally generated, or “place-based,” and sustains assets at home. The finer grain aids good urbanism, walkability, housing affordability, and stronger tax base by contributing significantly more property and sales tax, while keeping wealth local. Small scale infill development allows more people to participate in building their homes and businesses that leads to inclusive community building and shared prosperity, while avoiding displacement and dramatic changes to established community character. Unleashing the power of small projects and small actors enables community-driven growth and revitalization, with residents and business owners not only participating in but also leading and benefitting from the efforts.



C Goals & Policies

The Downtown Specific Plan consolidates the interrelated eight General Plan elements into three focuses for the Downtown area:

1. People-based,
2. Place-based, and
3. Prosperous.

This section features policies and actions for these three focuses.

Policies describe context & rationale of desired outcomes. Policies are focused & specific.

Actions are specific proactive steps to achieve the goals. They are the critical link between long-range planning & current-decision making.



1. PEOPLE-BASED

A. Inviting People



1) Walkable

People react to cues in the environment. If a space is designed for people — if it's welcoming, safe and comfortable — they will walk. If a place is designed for cars, people will drive if they can. Walkability is an intuitive and core measure of Downtown success and resiliency. Walkability emerges from the mix and density of land uses, the placement and orientation of buildings, the safety and quality of streets, the accessibility of transit, and the design and interconnection of parks and open spaces. Strong edge conditions also support walkability as they provide interactivity, visual interest, and series of destinations along an axial path.

Policies and Actions

P1.1 Make walking safe, comfortable, and enjoyable.

A1.1a Create a fine-grained pedestrian circulation within Downtown. VZ SE R

Provide links across large blocks, and way-finding signage. Wide sidewalks with streetscape elements like trees, lighting, street furniture and public art are the connective tissue that links all Downtown assets.

A1.1b Orient buildings to streets and open spaces. VZ SE R

Buildings should be placed right at the edges of streets and public spaces, rather than being set back behind parking lots or expanses of landscaping. These built edges provide a sense of definition to streets and other spaces, which helps makes the environment more legible and coherent. Place parking behind or below buildings.

A1.1c Organize land uses along Whittier Boulevard and Montebello Boulevard to support public activity. VZ SE R

The way uses are arranged along major pedestrian routes has a huge impact on the level of activity, vitality, security and identity of Downtown. Active uses such as retail, restaurant, lobbies and event spaces should be placed strategically along pedestrian routes to engage the public and should be designed for transparency and interest.

A1.1d Adopt form-based codes within the Downtown area to facilitate a rich public realm and enable high-value walkable development. VZ SE R

2) Human-Scale Design

For Downtown to be inviting to people, the walking experience must be also be interesting. Human scale environment means making sure that the built environment of streets, buildings, and open spaces that we interact with every day are of a size and shape that is reasonable for an average person to use. People experience the built environment at the scale of their own bodies in space. Buildings should meet and engage people at that scale, with awnings, façade elements, lighting, signage and other features along sidewalks. Building forms can be broken down or subdivided visually to lighten the sense of mass. Even very large buildings can meet the human scale in a gracious and accommodating manner.

One of Downtown's most precious attributes is the pedestrian-friendly character of its public realm and the human scale of its buildings. People-oriented environment is achieved by providing access to buildings and courtyards directly from the street through appropriate frontages and prominent entries.

Building frontages, when continuously arrayed, provide a continuity of fabric that gives distinctive character to the street, while also contributing to the specific form of each building. They are the means of access into buildings and consequently visually reinforce their human scale.

Policies and Actions

P1.2 Address the human scale with building and landscape details.

A1.1a Adopt form-based codes within the Downtown area to facilitate human scale built environment. VZ SE R

New buildings should relate to the Public Realm through architectural frontage types that provide direct access into them and a transition between their private realm and the public realm of the street. A new residential building's formal rooms (living room, dining room, etc.) should help establish its human scale to the street by being placed to face the street.

A1.1b Avoid blank walls. SE R

If blank walls cannot be avoided, then they should be detailed, painted, or landscaped in a manner that renders the walls attractive to pedestrians.

VZ Vision Zero

SE Social Equity

R Resilience

3) Safe

Downtown Montebello is a safe area with low property and violent crime rate. However, personal and community safety and security in Downtown area is a complex issue. The perception of safety or danger does not always relate directly to the actual incidence of crime. We feel comfortable and confident using areas where there is good visibility and effective lighting, where we can be seen and heard by other people. Thoughtful design, good management, and involvement from downtown merchants and residents is an important instrument in enhancing sense of well being and making places more user-friendly, easy to understand, and secure. The key design principles that promote personal safety and property security are:

a) Natural Surveillance

The objective is to provide surveillance opportunities from buildings and public streets to discourage anti-social activity. For example: shopfront windows, balconies, entries, allow building occupants and passersby to observe on-site and street activities for the purpose of informal surveillance. Mix uses, particularly at street level, add vitality at different times of the day and night.

Policies and Actions

P1.3 Reduce opportunities for criminal activity through physical design standards, recreation opportunities, educational programs, and counseling services.

- A1.3a For new infill development and major rehabilitation, incorporate natural surveillance principles and best practices into development codes and review processes.  
- A1.3b Amend the development codes to require building designs that promote safety by providing active street frontages.  

b) Pedestrian and Bicycle Safety

We should protect our most vulnerable road users, including children, older adults, and people walking and bicycling. Wide multi-lane streets with larger block lengths in the Downtown area result in streets that are both difficult to cross and easier to speed on. The Downtown Vision calls for pedestrian and bicycle safety enhancements for Downtown streets. Mid-block crossings on Whittier Boulevard help break the longer block lengths and encourage pedestrian activity along and across the street. A clear and safe alley system could encourage exploration of the Downtown area, and more enjoyable routes, while allowing a finer grain network that is more comfortable for pedestrians.

Policies and Actions

P1.4 Downtown Montebello envisions safe streets designed for people.

A network of safe and slow speed streets in the Downtown area will serve pedestrians, transit users, and cyclists, while allowing vehicular access.

- A1.4 Carry out the safety enhancements recommend by the Downtown Vision for Whittier Boulevard and Montebello Boulevard.   

c) Lighting

To overcome issues such as safety, navigation and visibility – light installations can effectively be used to welcome people in dark public spaces. Improving street lighting can reduce the prevalence and incidence of crime. Besides street lamps, lighting can be mounted on buildings and where appropriate light the facade, or can be integrated into bollards, feature lights, and streetscape elements. Lighting levels should be achieved by increasing the number of lights, not the height or wattage. Rather than be everywhere, lighting levels respond to the context. In downtown area, street lights should be frequent and support nighttime activity. In residential areas, lighting can be limited with well-lit intersections. Light streaming from storefront windows can make a significant contribution to the feeling of security at night. Mixed-uses along downtown streets, particularly upper level housing as a crime prevention strategy, increases the feeling of safety. Along Whittier Boulevard, upper-floor housing provides “eyes on the street” that follow what is going on in the street and deter crime.

Policies and Actions

P1.5 Employ a range of contextual lighting options to promote safety and security on downtown streets.

- A1.5a Identify downtown public streets and open spaces that are poorly lit and install context sensitive street lights.   
- A1.5b Install string lights in alleys that provide connections to destinations.   
- A1.5c Require new development to demonstrate on a lighting plan appropriate level of direct and indirect lighting in the public and private realm.   

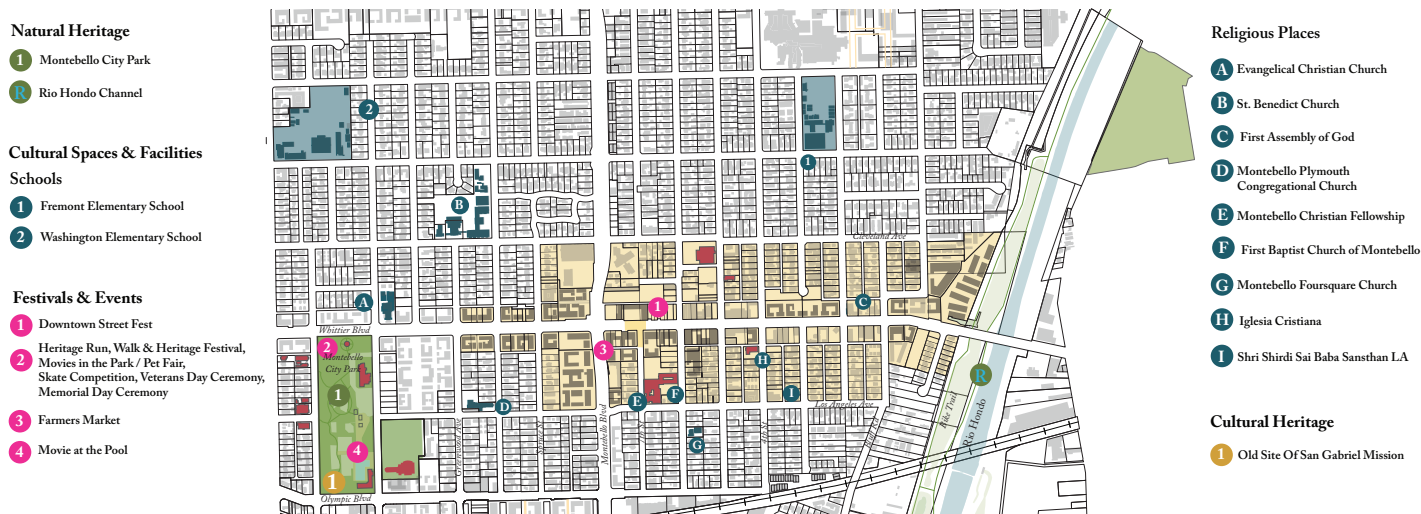


Figure C.1. Downtown Creative Assets Map

B. Inspiring People

1) Arts and Cultural Programming

Art and cultural experiences cultivate a rich quality of life in Downtown Montebello. Many cultural assets, events, and activities take place in Downtown area, which spotlights art, culture, and entertainment for Montebello. It is an area where residents and tourists can experience the unique character of Montebello.

Downtown has an opportunity to celebrate existing cultural resources, as well as expand existing uses and activities and add new ones to make Downtown an attractive destination with a sense of place.

The Vision is to weave art and culture into the fabric of everyday life in Downtown through the growth and expansion of cultural institutions and by nurturing creative and artistic expression in the public realm. The Vision focuses on authenticity and a desire to nurture Montebello's unique identity. Part of this emphasis on authenticity includes a comprehensive approach to culture, one that weaves together the broad fabric of the community – artists, architecture, culture, history, and the environment. Through implementation of policies that support the preservation of Montebello's local heritage while encouraging artistic development, the City is actively pursuing the integration of art, architecture, culture and history to restore and enhance the unique identity of Downtown. Downtown is a signature cultural space for people to gather and reflects the best of what Montebello has to offer. The high quality urban design is achieved through vibrant civic open spaces, streets that support people activity, and architecturally significant buildings.

2) Public Art

Integrate high-quality, unique public art throughout Downtown to highlight Montebello's eclectic culture. Encourage public art that is sensitive to its context and contributes to Downtown's identity.

Streets as Canvas — Art is incorporated into the fabric of the street by using wider sections of a sidewalk as performance space. Temporary art element could be installed along a blank wall of a building or vacant lot fence. The sidewalks along Whittier Boulevard and Montebello Boulevard are all sites for continuous art interventions, whether temporary, permanent, or rotating.

Downtown Central Plaza — The proposed Central Plaza in the Downtown Core provides a fertile canvas for public art.

Parklets — A series of parklets are proposed to be distributed throughout Whittier Boulevard. The Parklet could be a venue for public art. Rotating public art installations could be designed by local artists.

Sculpture Garden and the Rio Hondo Corridor — The sculpture garden links the Downtown area to the Rio Hondo Corridor. The steps and ramps can host a range of sculptures with bas relief art wall precast concrete images on the walls.

Gateway Elements — Gateway elements would establish a sense of arrival into Downtown. "Gateway" elements could include streetscape features, public art, and landmark buildings. Installations should be scaled for both pedestrians and drivers, and incorporate maintenance considerations and be resistant to vandalism.

Policies and Actions

- P1.6** Downtown will be re-established as the entertainment and cultural heart of the city by creating a central space in Downtown for community gathering, supported by complementary uses and activities.
- A1.6a Activate the proposed Central Plaza and Sculpture Garden with arts and cultural programming and events. **SE**
- A1.6b Enhance existing, and introduce new activities and events that will lead to greater activation and use of public spaces by people of all ages and abilities. **SE R**
- P1.7** Creative businesses have places to work, live, gather, and promote their art in Downtown.
- A1.7a Work to ensure Montebello's creative sector has adequate and inviting spaces to create, sell their products, and network. **SE R**
- A1.7b Develop and market spaces for artists including studios, affordable housing, and live/work studios. **SE R**
- A1.7c Establish an arts incubator/accelerator spaces to provide office space, management assistance, technology, and access to funding opportunities. **SE R**
- P1.8** Facilitate use of vacant retail space by arts and cultural groups.
- A1.8a Facilitate artists' temporary and opportunistic use of such spaces and venues as vacant walls, storefronts, empty buildings, open spaces, etc. **SE R**
- A1.8b Provide building owners with tax incentives, grants, loans, and streamlined permitting process to renovate buildings that can be used as live/work spaces by artists. **SE R**
- A1.8c Work with the owners and the developers to put a variety of pop-up art events, exhibits, performances, and temporary retail in their empty spaces will enliven the street. **SE R**
- P1.9** Integrate public art into the development review and capital improvement program.
- A1.9 Embed artists in planning projects and initiatives in City agencies, such as Public Works, and the Planning and Community Development Departments. **SE**

C. Supporting People

1) Increase Food Quality and Security

Food is as essential to health and well-being. People choose among foods that are readily available. Information about nutrition helps residents make healthier food choices. The Downtown area has access to several grocery stores located on Whittier Boulevard and Montebello Boulevard. Every Thursday evening, the Famers Market gives all people access to fresh fruits and vegetables.

Policies and Actions

- P1.10** Support efforts to expand access to affordable and nutritious food for all people in Montebello.
- A1.10a Encourage the use of vacant lots for community gardens. **SE R**
- A1.10b Encourage new building construction to incorporate green roofs, and encourage conversions of existing roof space to green roofs. **R**
- P1.11** Encourage local food production, processing, and distribution to the greatest extent possible.
- A1.11a Continue to support farmers' market, fresh food stands, community gardens, community kitchens, and other collaborative initiatives to provide healthy foods, promote food security, and build community. **SE R**
- A1.11b Encourage restaurants to serve locally sourced foods and provide nutritional information. Support businesses that offer healthy foods. **SE R**
- P1.12** Avoid a concentration of unhealthy food providers within the Downtown area.
- A1.12a Ban drive-through food outlets within Downtown area. **SE R**
- A1.12b Restrict approvals of new liquor stores or retailers that sell alcohol for off-site consumption. **SE R**

SE Social Equity **R** Resilience

2. PLACE-BASED

A. Network of Parks and Open Spaces

1) Access to Nature

Trees produce oxygen, provide shade and cooling, encourage walking, filter out air pollution, slow traffic, absorb rainwater and noise, improve property value and reduce people’s stress levels.

Whittier Boulevard redesign includes a tree-lined intimate Main Street with commercial buildings and parklets. Montebello Boulevard is re-designed as grand tree lined north-south arterial. The adjacent neighborhood streets will be planted with flowering trees consistent with Montebello’s historic “City of Flowers” moniker.

Improving the urban forest and significantly increasing tree canopy in Downtown will require years of investment in infrastructure improvements and many new trees. Once adequate soil volumes are in place, and coordinated with private development and smart stormwater management strategies, the Downtown urban forest will be a sustainable amenity that delivers numerous social, environmental and economic benefits for generations to come.

Recently planted trees, including drought tolerant species, are dependent upon supplemental irrigation until established, typically for two to three years. The method and amount that is applied may vary depending upon soil composition, heat, wind, planted in turf or ground cover, periods of abnormal rainfall or in poorly drained soils. A water audit should be performed to set watering patterns and timing to minimize waste.

The proposed Property-based Business Improvement District (PBID) could provides funds for planting and maintaining street trees in the Downtown area.

Policies and Actions

P2.1 Preserve, manage, and grow the Downtown tree canopy.

- A2.1a Preserve the existing Downtown canopy with continued maintenance and protection against tree removal. 
- A2.1b Replace the dead, diseased, declining, or poorly structured, street trees. 
- A2.1c Plant at a minimum 50 new trees annually on Downtown streets and parks. 
- A2.1d Craft appropriate incentives that encourage property owners to add green infrastructure on private property, including trees, living walls and green roofs. 

- A2.1e Require smart irrigation controls for newly planted trees that adequately water the trees without wasting water. 
- A2.1f Require new development to plant street trees along the property frontages. 
- A2.1g Support BID as a funding source for maintaining trees in the Downtown area. 

2) Social and Inclusive Public Spaces

Downtown’s public streets and parks will be places for everyone to enjoy.

Policies and Actions

P2.2 Downtown will provide a variety of opportunity for gathering and physical activity.

- A2.2a Create a new central plaza in the Downtown Core that is programmatically different from City Park, with supporting retail, civic, and cultural uses and activities.  
- A2.2b Introduce additional public spaces, such as pocket parks, plazas, and parklets on public land.  
- A2.2c Encourage private developers to contribute to the improvement of the existing public realm, or to provide new publicly accessible spaces in their development projects.  
- A2.2d Incorporate universal design principles in the public realm, encouraging its use by people of all ages and abilities.  
- A2.2e Design streets to be places for social interaction in addition to mobility, acting as venues for special events and activities.  

 Social Equity  Resilience

B. Distinctive

Downtown has many of the physical attributes considered necessary to make a destination successful: an advantageous location, great access by car, bus, and rail, a diverse population, good climate; and a walkable downtown that has considerable small town charm, with eclectic architecture and independent stores. Downtown has tremendous potential to develop as a major regional destination. It needs a distinct identity and a mix of uses that would give it a competitive edge over other downtowns in the region and attract visitors from the greater Los Angeles area.

1) Contextual

Downtown has an opportunity to establish a hierarchy and a visual order through the form-based design of buildings and streetscapes.

The built form, character, and development patterns in Downtown will evolve and improve, reinforcing its unique character through architecture, landscape and streetscape design. Downtown will comprise of walkable neighborhoods, each with a distinct function and physical character; with the intensity of uses and activity increasing from the periphery of Downtown to the core.

Policies and Actions

P2.3 Enhance Downtown’s character with compact and walkable infill development.

Introduce new buildings and renovate existing buildings in a manner that preserves and promotes Downtown’s walkable urbanism of interconnected streets lined by pedestrian-friendly buildings that engage, frame, and activate the street.

Ensure that new buildings fit into their existing context in a way that contributes to Downtown’s architectural and cultural traditions. This entails relating well to the public realm as well as to neighboring private and public buildings.

New buildings over two stories in height should respect adjacent buildings by responding to their massing, scale, and need for light, natural ventilation, and views.

- A2.3a The building and public realm standards will reflect the intended use, intensity, and eclectic character of Downtown’s different neighborhoods. SE R
- A2.3b Adopt clear and precise form-based standards for the Downtown neighborhoods. R
- A2.3c Target façade-improvement incentives in walkable-development focus areas. R

2) Mixed-use, Integrated, and Inclusive

Benefits of additional housing in Downtown are many, including higher levels of safety, with more people present at all times of the day, and a more stable economy, due to a larger and more diverse consumer base. This a valuable opportunity for the City to add more housing in a prime location to help meet local and regional housing needs and affordability goals.

Policies and Actions

P2.4 Promote quality Downtown housing that serves a broad spectrum of households.

- A2.4a Invite development proposals on publicly owned sites under public/quasi-public control, per defined plan goals. SE R
- A2.4b Activate street-level storefronts with visually interesting active uses. SE R
- A2.4c Manage retail tenant mix with a targeted retail recruitment program. SE R

SE Social Equity R Resilience

C. Moving People

Downtown has the required foundation for a sustainable transportation system, including a well-connected street grid, and local bus services. Most daily needs in Downtown can be met without a car — walking, cycling, and transit are preferred modes of travel. The Specific Plan will build on these strengths by prioritizing pedestrians, transit and cyclists, and enact measures that will give employees, residents, and visitors better transportation and parking choices.

A well-connected transportation network reduces network distances traveled to reach destinations and increases alternative options for traveling. A multimodal network increases physical activity and access to opportunities that includes jobs, housing, education, recreation, and healthcare.

1) Transit

Montebello Bus Lines' (MBL) provides transportation services to Downtown Montebello. Downtown is served by 10-Whittier Boulevard bus line that operates east-west along Whittier Boulevard, and the 20-San Gabriel bus line that operates north-south on Montebello Boulevard. Montebello Dial-A-Taxi (DAT) provides transportation services for seniors over 62 in age and qualified disabled residents of any age and their attendants. The service utilizes vehicles equipped with wheelchair lifts upon request at the time of scheduling. DAT provides transportation service within Montebello and medical trips within the designated DAT boundary service area. MBL is also responsible for the operation of "Montebello LINK," which offers curb-to-curb shuttle service to and from the Montebello Metrolink Station and employment centers in neighboring cities.

While bus services provide their services on fixed routes, most people rely on other modes to reach bus stops. This may include walking, biking, micro-transit, etc. Mobility hubs provide seamless connections to and between different mobility services. The options range from a small bus shelter, bike parking, Transportation Network Company (Uber, Lyft, and Zipcar) drop-off/pick up spaces, bike share, micro-transit, bike-share, etc. In Downtown Montebello, identifying key connections to bus stops and policies that would support implementation of mobility hubs will provide better access to transit services for the community. Potential hub locations include near the intersections of Whittier Blvd and 4th St, Whittier Blvd and Montebello Blvd (potentially in combination with a future parking garage at the Parking District site), and Whittier Boulevard and Taylor Ave near Montebello City Park.

Policies and Actions

- P2.5

Improve transit service and similar modes to make Downtown travel accessible and comfortable for people of all ages and abilities.
- A2.5a

Create well-designed mobility hubs for a high-quality user experience. VZ SE R

Mobility Hub Design: Encourage high-quality architecture and public realms that are sensitive to the surrounding built context and Downtown vision.

Wayfinding: Create well-designed mobility hubs that are easy to navigate through, complemented by clear wayfinding.
- A2.5b

Establish seamless integration of modes at the mobility hub. VZ SE R

Transfers: Create clear, direct, and short transfers between different modes and routes.

Pedestrian and Bicycle Access: Create safe pedestrian and bicycle access to mobility hubs from major destinations.

Parking: Provide secure commuter parking, bicycle parking and locker options at station entrances.
- A2.5c

Establish amenities and support services for all modes. VZ SE R

Transit Amenities: Enhance transit amenities for safe and comfortable access to transit including waiting area, seating, landscaping, lighting, shade and rain cover, trash receptacles, passenger loading zones, complimentary Wi-Fi, daily schedule information, and real-time transit arrival alerts.

Pedestrian Amenities: Enhance pedestrian amenities to and from transit and other services by providing wide sidewalks, landscaping, pedestrian scale lighting, enhanced paving, high visibility crosswalks, and other urban design improvements.

Bicycle Amenities: Enhance bicycle amenities to and from transit and other services by providing bikeway facilities, landscaping, bicycle parking, bike share, etc.

Motorized Infrastructure: Consider enhancing infrastructure for motorized services including dedicated transit lanes, car share, EV charging stations, smart parking, on-demand rideshare, flexible curb space, etc.

2) Walking and Biking

A clear hierarchy of streets will balance vehicular traffic with the needs of pedestrians and cyclists, prioritizing different modes based on the physical context. The ability to walk among destinations within the Downtown area will be improved, facilitating walking as a replacement for driving short distances. In addition to wider sidewalks and bulb-outs at intersections, improvements such as buffers and pedestrian-scale lighting will be incorporated into the streetscape. To improve the connectivity along the corridor, crosswalks can feature decorative paving or treatments, dedicated pedestrian signals or other safety elements.

Policies and Actions

P2.6 Redesign Whittier Boulevard in the Downtown Core to prioritize pedestrian safety and comfort.

A2.6 Reduce Whittier Boulevard to two lanes of traffic in the Downtown Core with wider sidewalks, pavers, street trees, and parklets. **VZ** **SE** **R**

P2.7 Connect Whittier Boulevard to the Rio Hondo Channel.

A2.7a Provide an outdoor sculpture garden with ramps and steps to the Rio Hondo Channel. **R**

A2.7b Encourage new development with frontage along the channel to provide links to the Rio Hondo Channel. **R**

P2.8 Reconnect streets and alleys to form a network.

Frequent and densely interconnected pedestrian routes are fundamental to walkability, shortening both actual and perceived distances. This can be accomplished by making downtown blocks smaller or by providing access through blocks via publicly accessible alleys, pathways or paseos coupled with frequent crosswalks.

A2.8 When superblocks are redeveloped, new streets and alleys can reconnect the mobility network, while keeping the blocks smaller. **VZ** **SE** **R**

Smaller blocks with frequent intersection are safer for walking, offering more choices to vary path between destinations.

Alleys are the capillaries of Downtown's circulation system — the smallest unit, where movement is the slowest and exchange the highest. Beyond the utility of loading, parking and rear access, alleys subdivide blocks into shorter segments, providing shortcuts and frequent route choices. Alleys provide connectivity throughout downtown and to adjacent neighborhoods. Super-block development over the years have clipped the network of alleys. When these superblocks are redevelopment, the alley should be reconnected back into the network.

VZ Vision Zero **SE** Social Equity **R** Resilience

3) Parking

Downtown parking options include on-street parallel parking, and public and private parking lots. These parking options are strategically located throughout the Downtown Area to provide convenient access to the various amenities providing opportunities for the community to park only once and enjoy the Downtown area on foot. The park once approach will decrease vehicle trips, which would result in less congestion, delays to transit, and conflicts with pedestrian activity.

The City current owns and operates three off-street parking lots that could be used for this program:

- Approximately 52-space lot north of Whittier Boulevard between 10th Street and Spruce Street
- Approximately 69-space lot south of Whittier Boulevard between Montebello Boulevard and 7th Street (Parking District 2)
- Approximately 135-space lot north of Whittier Boulevard between Montebello Boulevard and 6th Street (Newmark Mall)

The park once approach would be supported by a parking management plan, which could include elements such as:

- **Shared Parking:** Current and future parking facilities shared between uses. For instance, private parking at a bank could be used overnight by nearby residents.
- **Off-Site Parking:** New developments are able to build parking facilities away from the downtown for the use of their residents, employees and/or visitors.
- **In-Lieu Parking:** New developments are able to pay into a city-operated fund that is used to construct new parking facilities in the area.

In combination, these plan elements would help reduce the amount of parking that needs to be supplied within the Downtown.

The boundaries of the parking management plan and the Park Once district would generally extend one block to the north and south of Whittier Boulevard (Cleveland Avenue to the north and Los Angeles Avenue to the south) for the width of the Downtown area.

In the future, if parking demand increases due to new development or the supply of parking is reduced due to the redevelopment of private or public parking lots, the City can construct a multi-level parking garage on one or more of the off-street parking lots. In addition, it may be possible for these new garages to be multi-use with ground-floor retail and/or residential uses on the top or along the sides. Given its location and potential for redevelopment, the Parking District 2 lot would likely be the first parking facility to be upgraded.

Along both Whittier Boulevard and the north/south cross-streets within the Downtown area, on-street parking is typically provided. This parking is unmetered and generally have two-hour time limits. With the plan, these on-street curb parking spaces will be dedicated to short-term parking (such as with 30-minute limits along major commercial areas), with long-term parking accommodated at the City-owned off-street parking facilities. Limiting the on-street spaces to short-term parking would increase turnover and optimize the usage of the spaces. In addition, limiting the number of on-street parking spaces and establishing short time limits can affect how people travel: walking, biking and riding transit can be a more efficient than circling and looking for available parking.

4) Loading/Deliveries

To accommodate rideshare services and to minimize the potential for double-parking, portions of the curbside space will be designated as passenger loading zones. At these locations, drop-off and pick-up activities will be allowed. Passenger loading zones will be provided throughout the Downtown corridor, including locations near major destinations.

In addition, deliveries to the adjacent businesses and residential uses may occur from the street; these could be accommodated within designated delivery spaces or could be shared during off-peak hours with the passenger loading zones. It should be noted that larger deliveries (such as move-in/move-out activities for residential units or daily grocery store deliveries) should be accommodated within off-street facilities to minimize the potential for double-parking along Whittier Boulevard and the side streets.

Policies and Actions

P2.9 Public parking facilities will be managed and operated to serve Downtown.

- A2.9a Require new development to prepare a Parking Management Plan. R
A Parking Management Plan will ensure efficient sharing of parking between land uses with different parking peak demand times.
- A2.9b Short-term improvements, such as better lighting, cleaning, signage, and landscaping, should be considered in City-operated lots. R
- A2.9c Suitable incentives for converting underused private parking into shared public parking should be considered. R
The City can require the parking facility to be made available to the public (at some or all hours) as a condition of approval of a new development or change of use. Incentives can include the City taking on the liability insurance, maintenance, operation, and enforcement.

P2.10 Develop a system of incentives and regulations for new development to improve mobility choices and reduce parking demand.

- A2.10 Require new development to develop a Transportation Demand Management (TDM) Plan. VZ SE R
TDM Plan will include incentives, programs, outreach, education, and marketing and communications methods to shift travel behavior and trips in ways that optimize the use of existing infrastructure.

P2.11 Manage curb space effectively for different users.

- A2.11a Prioritize curb space for reliable transit and safe bicycling infrastructure first, followed by other important uses of the curb like deliveries, passenger pick-ups, green stormwater infrastructure, and small public spaces—including short term parking. VZ SE R
- A2.11b Curb parking should be managed with the objective of ensuring that curb parking is well-used but readily available, by achieving a target occupancy range of approximately 65 to 85 percent on each block. R
In the short term, time limits can help manage curb parking. In the longer term, performance based prices for curb parking can be explored for the Downtown area.

VZ Vision Zero SE Social Equity R Resilience

3. PROSPEROUS

This section lays out specific economic development initiatives to deploy in the Downtown area. This section aligns with the 20-year timeframe of the Montebello General Plan and seeks to complement the Specific Plan with initiatives to help bring a unique, and coherent identity to the Downtown area.

Downtown Montebello offers a range of services and amenities to serve the needs and wants of both residents and visitors alike. Downtown can be a vibrant community for entrepreneurs, local businesses, culinary venues, residential and office space, and cultural and arts enterprises. There is opportunity to fill in some of the amenity gaps by attracting new business to locate through incentive programs, marketing tactics, and support for catalysts, incubators and testing grounds. The three driving focus for Downtown's economic development strategy are: local, productive, and resilient.

A. Local

1) Promote Local Business Development

Existing Downtown businesses provide jobs, revenue and services that add value to the local and regional economy.

Policies and Actions

P3.1 Continue to nurture small, independently-owned businesses.

A3.1a Engage with the Chamber of Commerce or future Downtown BID (if implemented) to better connect local entrepreneurs with US Small Business Administration loans and other Federal or State assistance programs. R

The Montebello Chamber of Commerce already offers a number of services for potential small business owners. Facilitating access to other funding assistance programs can help to build the City's retail tax base while ensuring that home-grown entrepreneurship may be nurtured within City limits.

A3.1b Engage with successful Farmers' Markets tenants in locating them in retail space in Downtown Montebello. R

The City can engage the broker community to help the most popular vendors to find permanent storefronts within Downtown Montebello. This will enhance the retail mix of Specific Plan Area while strengthening the retail tax base of the City.

P3.2

Retain existing and attract small, unique, and locally-owned entrepreneurial and creative businesses that reinforce Downtown's identity.

The potential to create a brick and mortar or virtual incubator space where small scale manufacturing, which is unique and authentic to Montebello, should be fostered and encouraged. These entrepreneurial activities would be driven by leveraging the talents of existing residents. The entrepreneurship program can combine goals of equity while furthering other goals, such as adaptive reuse. The vacant space created by temporary or permanent retail and office vacancies occurring as a result of COVID-19 offers opportunities for new businesses to develop.

A3.2a

Establish an incubator space to grow local start-up businesses in target industries. SE R

The City can establish an incubator space for businesses in targeted industries to help cement the Downtown's relationship along these industries' pipelines. The City should take care to consider how it may want to acquire and establish space for an incubator – for instance, it could negotiate community benefits with large scale developers to provide funding (or physical space) for the incubator. Alternatively, it could purchase its own site for the incubator, or launch it in partnership with an existing property owner, before scaling up. The City should also consider how it can ensure space for local start-ups in the incubator, through (for instance) preferential selection to local businesses, or hosting events tailored to local business outreach.

A3.2b

Develop a Tenant Mix Incentive Program based on business gap analysis to incent specific business types to locate within the Downtown area. SE R

To entice a diverse and creative array of retail to activate vacant tenant spaces, the City can offer access to a variety of incentives. These may include (but are not limited to) discounted licensing taxes, waived business fees, or fast-tracked permitting. While they may require additional partnerships, the City could also provide extra business support and technical assistance, or discounted space at the Downtown incubator (once established).

A3.2c

Allow temporary retail, pop-up shops, culinary space and cultural enterprise to test the market. SE R

Build upon examples such as BLVD MRKT and create a plan to promote and support future retail that helps improve the attractiveness of the area. This can be accomplished by promoting retail uses that encourage pedestrian oriented activities as well as retail uses that enhance the sense of place characteristics of a traditional downtown area. Attracting a new or potentially relocating existing businesses, potential locally-owned, small-scale, ethnic and/or quick-service restaurants, comparable to other smaller downtown areas, would add to the overall vibrancy of the downtown area and keep economic benefits in the local community.

P3.3 Promote higher levels of foot traffic with activities and events.

- A3.3a Encourage property owners to collaborate on new “pop-up” events to make use of vacant storefronts or parcels and to generate greater interest in Downtown as a unique retail destination. **SE R**

Pop-up events will bring more activity in the area while demonstrating the viability of the area for additional retail and businesses. The strategy should include food trucks and seasonal festivals or other temporary uses in vacant spaces such as temporary art exhibitions or eating and drinking experiences.

- A3.3b Create a coordinated calendar of events for different organizations to allow for combined marketing of events. **SE R**

Greater coordination in marketing of existing events will allow for more consistent messaging, while strengthening the brand of Downtown Montebello. Greater coordination could also foster more collaboration between event organizers and local businesses. For example, to complement already scheduled movie or concert nights at Montebello City Park, businesses could offer extended hours or pre-event specials, which could potentially boost attendance and attract a wider audience, setting the area apart as a singularly compelling destination in the region.

B. Productive

Walkable urban environment produces more wealth (net revenue per acre from land) than auto-oriented development and is more fiscally resilient.

1) Encourage Mixed-Use Development

While keeping the existing character of the downtown, encourage the addition of higher density residential development (single or mixed use) that will add to the vitality of the Downtown Specific Plan area. Housing development should be done in an intentional way, that doesn’t displace current businesses, on select sites that will increase the overall activity of the area.

Policies and Actions

P3.4 Encourage mixed-use infill and compact development.

Vacant or underutilized sites that currently detract from the Downtown’s pedestrian environment by breaking with retail frontages and provide no or little street activation, and do not fully capitalize on the City’s fiscal opportunity.

Introduce new infill buildings and renovate existing buildings in a manner that preserves and enhances Downtown’s walkable urbanism of interconnected streets lined by buildings that engage, frame, and activate the street. The infill building design should respect the existing small and fine-grain context and enrich the public realm.

- A3.4a Engage the development community and property owners to promote infill development on underutilized sites that increase the productive value per acre in the Downtown area. **R**
- A3.4b Ensure that new infill development is not a fiscal burden to the City. **R**
- A3.4c Remove regulatory and procedural barriers to fiscally productive land uses and good design. **R**
- A3.4d Amend development standards to allow more intensive uses while being respectful to the contextual setting. **R**
- A3.4e Support and facilitate reinvestment through streamlined regulatory processes. **R**
- A3.4f Explore incentives such as unbundling parking from housing costs to stimulate the production of more housing units. **SE R**
- A3.4g Encourage diversity in housing sizes and types to cater to diverse income groups. **SE R**

C. Resilient

1) Property-based Business Improvement District (PBID)

PBIDs are a self-imposed, self-governed financing mechanism used to provide revenue for improvements and activities, such as safety, maintenance, economic vitality and image enhancements, that are in addition to those provided by local government. Local business investments via a self-imposed tax can help ensure their role in the downtown vision and commitment to future improvements. The enhanced services provided by the PBID, relate directly to the priorities identified by Downtown stakeholders and will enhance the Downtown experience for property owners, businesses, residents, employees, and visitors.

Policies and Actions

P3.5 Gauge participation in a Property-based Business Improvement District (PBID) to provide high-quality district services.

Local investment in minor and major District improvements, via the establishment of a Business Improvement District, can go a long way in supporting public funding and initiatives in the area. However, to assure support for such a self-imposed tax, local landowners must have an active role in its visioning and be committed to making the investment work.

A3.5a Build a coalition of Downtown property owners to coordinate with the Downtown vision. **R**

Without first rallying a set of landowning stakeholders behind a unified vision for the district, a PBID is not likely to succeed.

A3.5b Establish the Property-based Business Improvement District (PBID) for Downtown. **R**

P3.6 Explore un-tapped opportunities for value capture and revenue generation.

A3.6a Use developer agreements to support the Downtown's public realm improvement goals. **R**

New development projects in the Downtown Area should be leveraged to further public realm improvement goals through the use of developer agreements. Such agreements provide certainty to the developer that development standard will remain fixed for a particular site, while contracting the developer to provide benefits to the City, such as infrastructure improvements, public open space, or other public realm improvements.

A3.6b Fortify the City's existing Development Impact Fee regime. **R**

To most effectively leverage the positive impact of new development, the City must develop a rational nexus between desired public realm improvements and the scale of development that City will allow. Given the relatively high performance of real estate in the City, the City should consider significantly increasing the fees levied on new development.

D Code

4.0 INTRODUCTION

The Code will facilitate orderly implementation of the Downtown Vision.

Downtown Montebello provides a range of living, working, and recreational options to suit diverse needs. The form and character of the different human habitats is conceived as a geography of diverse place types such as districts, neighborhoods, and corridors.

The Downtown is built out with commercial and residential areas. Some of the vacant and underutilized sites in the Downtown area offers the greatest potential for preserving commercial development and attracting new growth.

Community preferences and directions throughout the visioning process guide the coding of the built environment — from a broad, citywide scale, to a detailed scale of individual downtown neighborhoods, blocks, buildings and physical character, consistent with the history and desired future of the place.

Many of the downtown improvements will be carried out by the private sector. Providing clear and precise standards promotes objectivity and allows for a streamlined development review process.

This section outlines a number of plans, regulations, processes, and incentives that will be applied in implementing the Downtown Montebello Specific Plan.

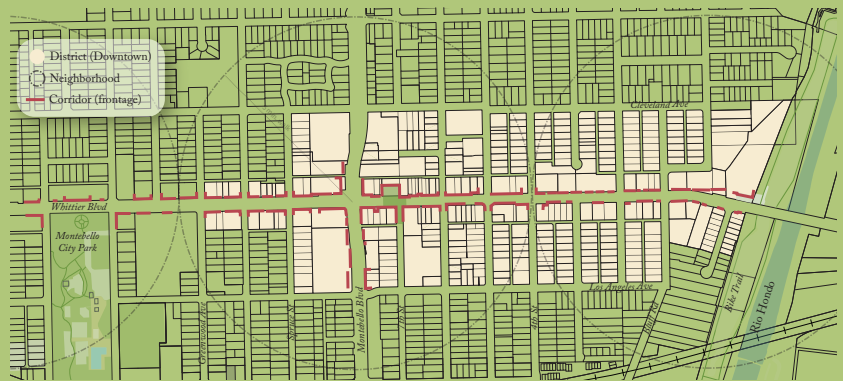


Figure D.1: Downtown Montebello Urban Form Concept.

Form-Based Code

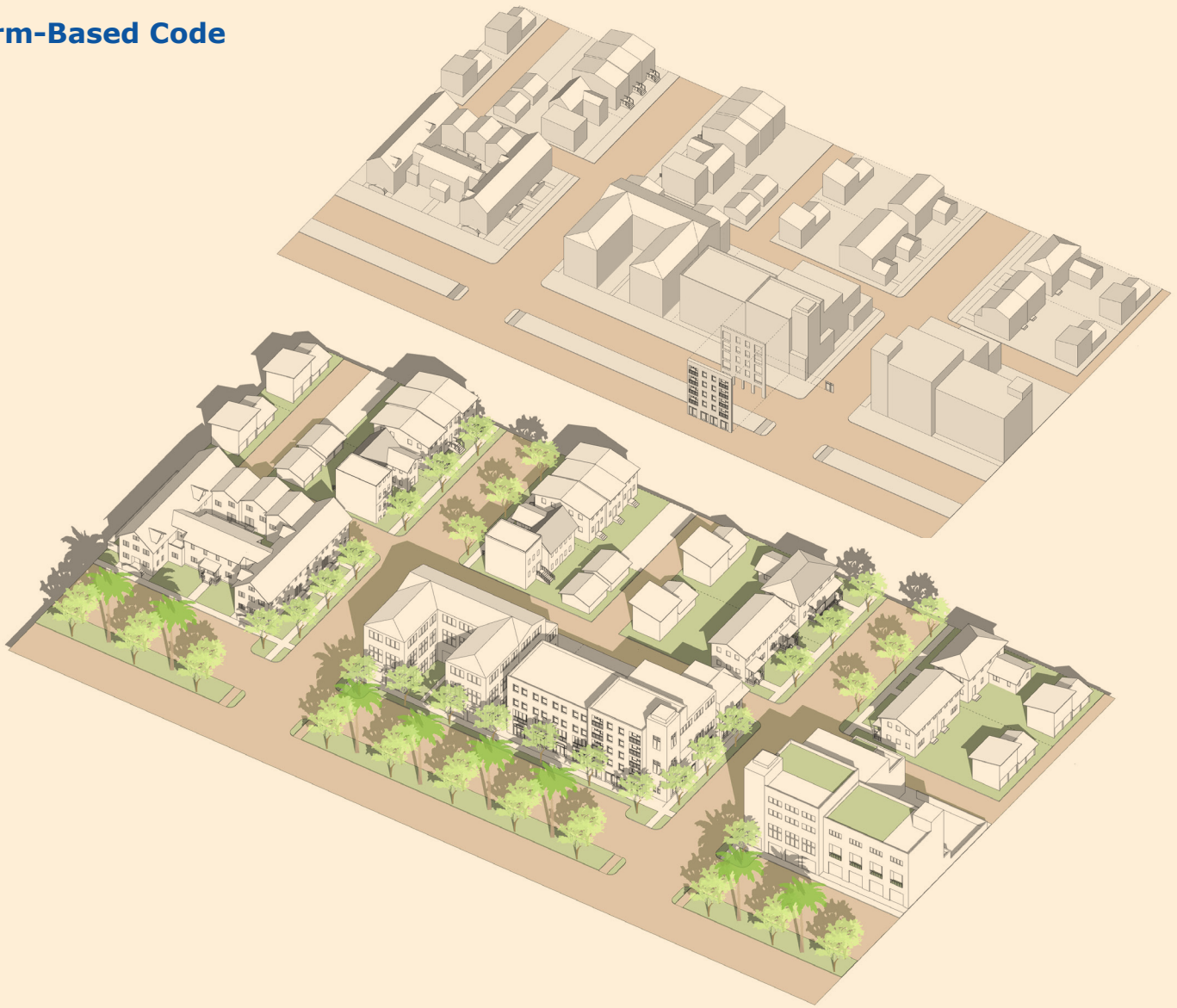


Figure D.2: The standards are carefully calibrated for varying context offering a rich public realm and a variety of living and working environments.

The Downtown Montebello Code is a form-based code (FBC). FBCs are an alternative to conventional zoning regulations. FBCs are purposeful place-based regulations with an increased focus on the design of the public realm: the public space defined by the exterior of buildings and the surrounding streets and open space.

FBCs are used to protect and preserve stable areas from incompatible development and to attract appropriate (re) development to transform areas at risk. This FBC reinforces the historical form patterns with the use of streets, frontages, buildings, and open spaces that are appropriate for Downtown Montebello context.

A key difference between conventional use-based and FBCs is that FBCs do not determine entitlements through FAR or floor units per acre. The conventional density controls have failed to produce diversity in living and working arrangements in a contextual manner. Overly restrictive use and density regulations are common barriers to small-scale development.

The focus of this code is on the few but critically important urban standards that shape the public realm. These include design of streets and open spaces, setback, building height, building frontage at street level, parking, and access.

The properties in Downtown Montebello are build-out. The vision for Downtown

Montebello calls for incremental and contextual infill development.

The regulations in this code focus on creating a unifying public realm and is intended to be lean and less regulatory on the private side. The Downtown Montebello area is distinctively different than neighboring downtown or residential areas. The area will develop incrementally and more organically.

This code intentionally encourages improvisation and innovative infill development that creates a rhythmic patterns of existing and new buildings unified by a distinctive, vibrant, and walkable public realm.

4.1 PURPOSE AND APPLICATION

4.1A Purpose

1.1A Intent

The Development Code implements the Downtown Montebello Specific Plan's Vision, Goals and Policies. This Development Code is intended to facilitate the continuing evolution of the Plan Area into a place where:

1. A mixture of land uses including shops, workplaces, and residences are within walking distance of one another and produce an urban form that is inviting, comfortable, safe, and ecologically resilient;
2. Streets and open spaces promote vibrant, safe, healthy, and prosperous place; and
3. New infill and remodeled buildings work together with existing buildings to define the pedestrian-oriented space of the public streets within the Specific Plan area, and are harmonious with each other and the desired character of the Specific Plan area.

1.1.B Relationship to the Montebello General Plan

The Downtown Montebello Specific Plan Code is consistent with the Montebello General Plan currently in effect, as required by Government Code 65000, et seq., California Statute. The Downtown Montebello Specific Plan Code implements the General Plan's community supported goal to 'direct new growth to downtown, corridor, and neighborhoods in need of reinvestment where viable infrastructure is already in place.'

1.1.C Relationship to the Municipal Code

Title 17, Chapter 17.040.110 of the Montebello Municipal Code (MMC) shall be referred to as the "Downtown Code." The Downtown Code provides all requirements for development and land use activity within the boundaries identified in Figure D.3. Except as specifically referenced within the Downtown Code, the Montebello Municipal Code requirements in place prior to the adoption of the Downtown Code are hereby replaced by Chapter 17.040.110.



Figure D.3: Downtown Boundary Map.

4.1B Use and Applicability

1.2A Use of Downtown Code

The Downtown Code shall be administered by the Montebello City Council, hereafter referred to as the “Council;” the Planning Commission, hereafter referred to as the “Commission;” the City Planner; and the Montebello Planning Division, hereafter referred to as the “Planning Division.”

1. **Responsibility for Administration:** The Planning Division shall be the primary body responsible for administering the Downtown Code subject to the provisions of Title 17.

1.2.B Applicability to Municipal Code

Property, including structures, land uses and physical improvements such as signs, landscaping, and lighting within the boundaries of the Downtown Code (Figure D.3) shall comply with all applicable requirements of the Downtown Code as follows:

1. **Zoning District(s) Requirements:** All property subject to the Downtown Code shall comply with the relevant requirements of the applicable zoning district(s).
2. **Conflicting Requirements:** Where a requirement exists for the same topic, in both the Downtown Code and other sections of the Montebello Municipal Code, the requirement of the Downtown Code shall prevail unless otherwise specified.

- 1.2.B 3. Permit Approval Requirements:** Each structure and land use shall be constructed, reconstructed, enlarged, altered, or replaced in compliance with the following requirements:
- Allowable Use:** The land use must be allowed in the zoning district where the site is located (see Table D.3).
 - Permit and Approval Requirements:** Any and all permits or other approvals required by the Downtown Code shall be obtained before the issuance of any required grading, building, or other construction permit, and before the proposed structure is constructed and land use established or otherwise put in operation.
 - Development Standards and Conditions of Approval:** Each land use and structure shall comply with the applicable development standards of the Downtown Code for the zoning district in which the site is located.
- 4 Improvements, Modifications, or Expansions of Sites or Structures**
- Improvements to Conforming Structures or Sites:** Applicants that involve an improvement to a conforming site, an existing conforming structure(s), or a modification/expansion of an existing conforming structure(s), sign(s) are subject to the applicable requirements of the Downtown Code.
 - Improvements to Non-Conforming Structures or Sites:** Applicants that involve an improvement to a non-conforming site, an existing non-conforming structure(s), or a modification/expansion of an existing non-conforming structure(s), or sign(s) shall comply with the applicable requirements of Section 1.2C.
 - Civic Buildings:** Applications that involve a civic building as defined by the Downtown Code shall comply with Section 1.2B.7.
- 5 Modification or Subdivision of Existing Parcel(s):** Applications involving the modification of an existing parcel or the subdivision of an existing parcel shall comply with the applicable requirements of the applicable zoning district(s) and Section 4.3 Public Realm (Subdivision, Streets, and Block Standards).
- 6 Approved Entitlements:** Entitlements approved prior to the adoption of the Downtown Code that have yet to be constructed are not subject to the Downtown Code. The entitlement(s) may not be extended beyond the four-year approval period and upon expiration, the owner must demonstrate substantial completion in constructing the approved structure(s) or the property shall then comply with the Downtown Code. Substantial completion means at least 90% completion of the approved structure(s) as determined by the Building Official.

- 1.2.B 7 Civic Buildings:** Applications involving the modification or construction of a building for civic purposes as defined in Section 10.0 “Glossary,” shall comply with the following:
- Section 4.4 Development Standards and Section 4.5 Frontage Standards are not required of civic buildings.
 - All other sections of the Downtown Code apply.

1.2.C Non-conforming Lots, Uses, and Structures

- 1 Intent:** The regulations of this section are intended to:
 - Recognize the interests of property owners in continuing to use their property for uses that were lawfully established.
 - Promote maintenance, reuse, and rehabilitation of existing buildings.
 - Place reasonable limits on nonconformities that have the potential to adversely affect adjacent properties.
- 2 Non-conforming Lots:** Lots which are non-conforming as to lot area or lot width may be adjusted or subdivided provided the resulting re-configuration brings the non-conforming lot into, or closer to conformity with the requirements of current applicable regulations.
- 3 Non-conforming Use:** Non-conforming uses are those that were legally established but that are not currently listed as permitted or conditionally permitted in the zoning district in which they are located or those that currently require a conditional use permit but at the time of their initiation did not require a conditional use permit. The following provisions shall apply to legal Non-conforming uses:
 - No Non-conforming use shall be expanded or moved in whole or part to any portion of the lot or parcel upon which it is located or other structure other than that occupied by such use at the time it was established.
 - No Non-conforming use shall be changed to a different Non-conforming use.
 - If a Non-conforming use is discontinued or abandoned for a continuous period of 180 days or more, such use shall be deemed to have lost its Non-conforming status and shall not be reestablished.

4 Non-conforming Structures:

- a. Additions:** A Non-conforming building or other structure may be added to, provided that an addition of 50% or more of the floor area existing as of the adoption of this Downtown Code shall trigger compliance with all Downtown Code provisions for the portion of the building or structure comprising the addition.
- b. Repairs and Maintenance:** General non-structural repairs and normal maintenance necessary to keep a nonconformity in sound condition are permitted. Structural repairs to a legal non-conforming structure may be authorized by the Building Official if it is determined that said repairs are necessary to protect the health and safety of the occupants, public at-large, or adjacent property and the cost does not exceed 50% of the replacement cost of the legal non-conforming structure. Structural improvements required to strengthen unreinforced masonry structures in compliance with seismic safety standards shall be permitted without replacement cost limitations.
- c. Replacement of Non-conforming Structures:** Any non-conforming structure that is involuntarily damaged by fire or other catastrophic event may be restored or reconstructed to its original condition provided that the cost of such restoration/reconstruction does not exceed 50% of the replacement value of the structure and that the restoration shall commence within one year from the date the damage occurred.

4.2 Zones and Regulating Plan

4.2A Zoning Districts and Overlays

4.2A.1 Purpose and Establishment of Zoning Districts and Overlays

This section establishes the zoning districts and overlays to implement the Downtown Montebello Specific Plan for property and rights-of-way within the Downtown Code boundaries. Property and rights-of-way subject to the Downtown Code shall be divided into the following zones and overlays, which shall be applied to all property as shown on Figure D.4.

4.2A.2 Zoning Districts and Overlays

The Downtown Code is consistent with the Montebello General Plan currently in effect, as required by Government Code 65000, et seq., California Statute. The Downtown Code implements the General Plan's community supported goal to direct majority of the new infill growth to downtown in a contextual manner.

4.2B Regulating Plan

4.2B.1 Purpose and Establishment of Regulating Plan

This section establishes the regulating plan, Figure D.4, as the map that identifies and implements the various intentions and principles of the Downtown Plan. Table D.1 defines the zoning districts, overlays and standards for site development, design and land use through the following:

a Zoning Districts: Each zoning district is allocated standards in the following areas:

- Building Placement
- Allowed Development Standards
- Allowed Frontage Types
- Building Height and Size
- Allowed Encroachments into Required Yards
- Parking Placement and Site Access
- Required Parking
- Allowed Land Uses

- b Shopfront Frontage Overlay:** This overlay requires buildings to have shopfront frontage and a minimum floor-to-ceiling height. This requirement is to accommodate ground floor live-work, commercial, retail or other such non-residential activity on streets where the vision expects active, pedestrian-oriented streetscapes.
- c Spatial Enclosure Frontage:** Spatial enclosure is the three dimensional alignment of facades with one another in a coherent manner so as to define the public realm and create a sense of place. The spatial enclosure also projects the unique geometry of the streets and traffic flow vertically around the uniquely shaped parcels thereby promoting safe driving. This overlay requires the frontages of the parcels to be lined with building facades to shape and enclose the streets or open spaces.
- d Regulating Plan Diagram:** Each zoning district and overlay established by the Downtown Code is identified on Figure D.4 to show the boundaries of each zoning districts, overlay, and the parcels within each boundary. Figure D.4 is established as the zoning atlas for all property within the Downtown Code boundaries.

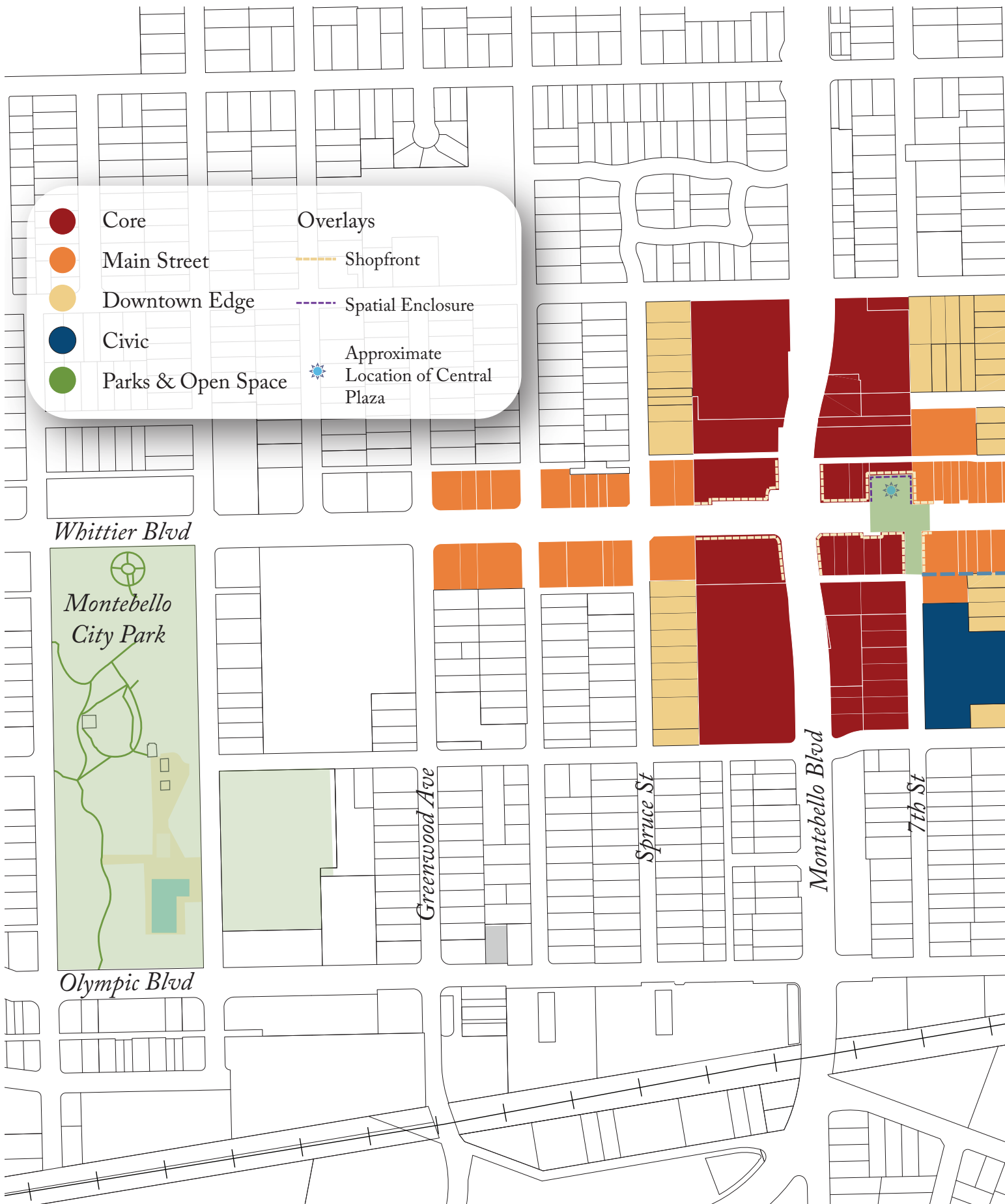
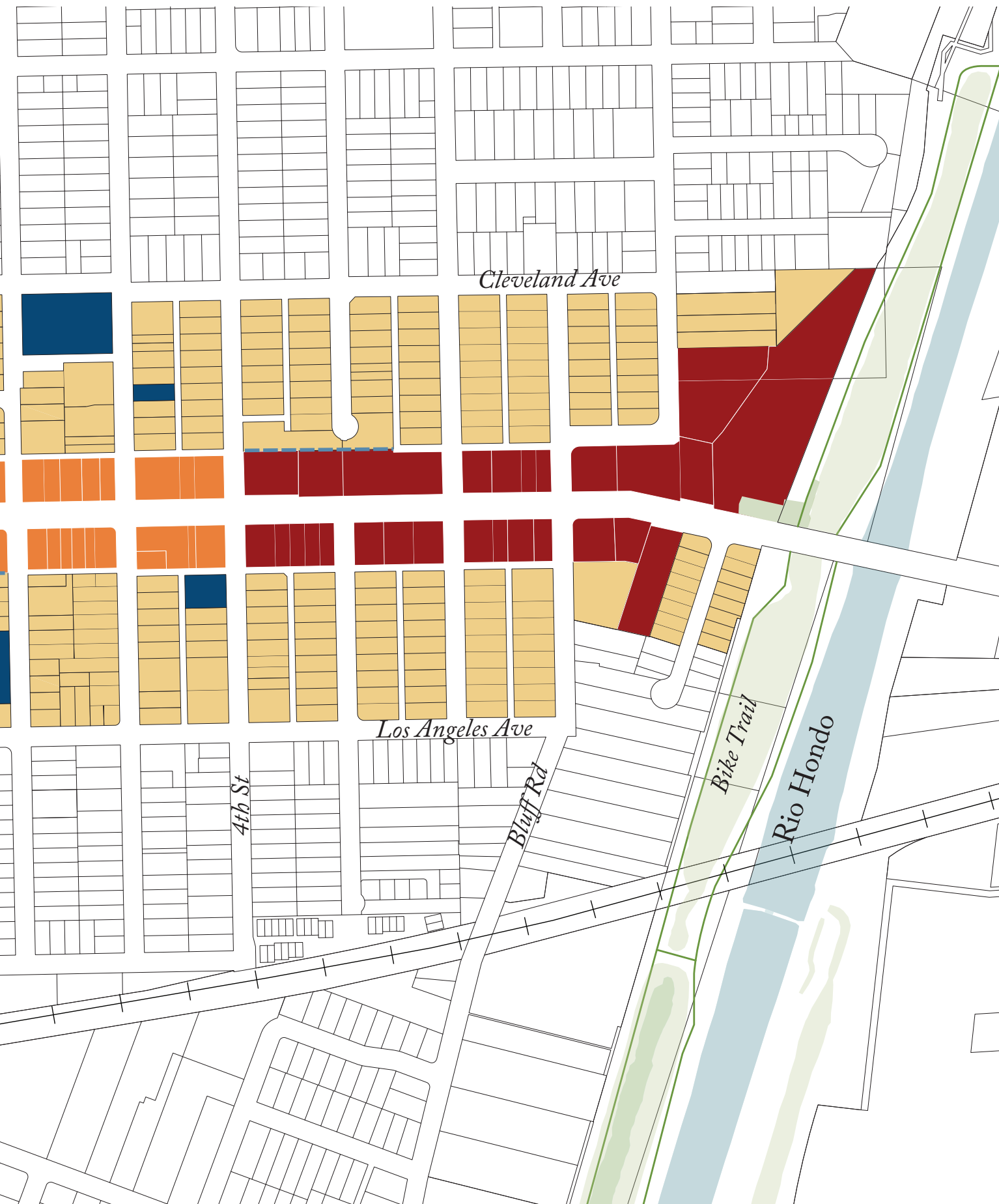


Figure D.4: Regulating Plan.



Zoning District	Downtown Core	Main Street	Downtown Edge
Intent			
Desired Form	New buildings are block scale, four stories (up to 45 feet) with provision for five stories element (up to 55 feet), buildings close to property line, and active ground floor commercial activities on key intersections.	New buildings are block scale, up to 3 stories (up to 35 feet) with provision for four stories element (up to 45 feet), buildings close to property line, and active ground floor commercial activities on Whittier Boulevard.	New buildings are house scale up to 2 stories (up to 25 feet) with provision for three stories element (up to 35 feet), buildings close to property line.
Streetscape and Public Realm Improvements	Active streetscapes on Whittier Boulevard and Montebello Boulevard provide continuity with adjacent areas. Commercial frontages such as shopfronts, arcades, or galleries; wide sidewalks; and street trees encourage interesting, safe, and comfortable walking environment.	Whittier Boulevard is envisioned to be configured as a grand tree-lined main street with active frontages, wide sidewalks, slower traffic on 2 travel lanes in the Core area, and parklets and on-street parking on both sides. Mobility hubs facilitate transit, bicycle, and other options to get around downtown.	Active streetscape providing continuity with adjacent areas. Flowering trees give distinctive character to the neighborhoods. Residential frontages and street trees encourage interesting, safe, and comfortable walking environment.
Parking	Parking consists of on-site spaces located either behind buildings or in above- or underground parking structure. On-street public parking spaces are provided. Parking ratios are lower due to available transit and shared parking options.	Parking consists of on-site spaces located either behind buildings or in above- or underground parking structure. On-street public parking spaces are provided. Parking ratios are lower due to available transit and shared parking options.	Parking consists of on-site spaces located either behind buildings or in above- or underground parking structures. On-street public parking spaces are provided.
General Use	Buildings are occupied with ground floor retail, cultural, entertainment, and office activity. Upper floors and the floor area behind shopfronts is flexible for a wide variety of office, lodging, or housing uses.	Buildings are occupied with ground floor commercial, retail, office, and entertainment activity. Upper floors and the floor area behind shopfronts is flexible for a wide variety of office, lodging, and housing uses.	Buildings are occupied with residential uses with live-work uses if desired.

Table D.1: Zoning District Characteristics.

4.3 Public Realm

4.3A Blocks

4.3A.1 Purpose

The design of blocks influence the type of street network, building types, and the quality of urban space. Smaller blocks produce more intersections, therefore more human scale buildings, greater public realm and superior street network system. All blocks shall be designed per the applicable requirements identified in Table D.2 to ensure that new and modified blocks result in walkable, interconnected streetscapes aligned by appropriately scaled buildings.

4.3A.2 Applicability

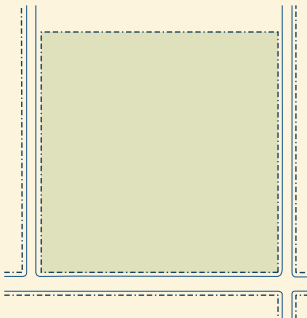
The standards shall apply to all new or modified blocks in the Downtown area.

4.3A.3 Streetscape Standards

- a New or modified blocks shall front a street (public or private).
- b New or modified blocks shall be subdivided to generate individual lots for buildings or open space as required by the applicable zoning district(s) and overlay(s) and in compliance with Section 4.4 Development Standards.
- c New or modified blocks may be designed in a variety of shapes. Individual block faces and the total block perimeter shall follow the standards established in the Table D.2 below.

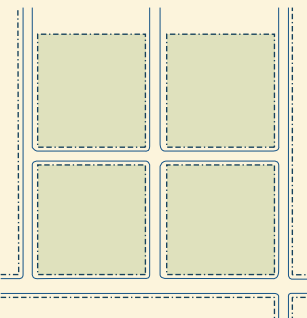
Zone	Face Length	Perimeter Length
Core	400 ft. max.	1,600 ft. max.
Corridor	600 ft. max.	1,800 ft. max.
Neighborhood	600 ft. max.	2,000 ft. max.

Table D.2: Block standards.



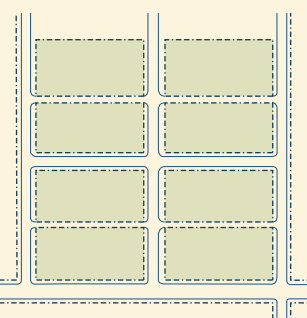
Step 1: Existing Site

Sites that are 4 acres or larger in size or existing blocks with 700 feet of frontage on any side shall be subdivided further to create additional blocks per the requirements of Table 4.2.



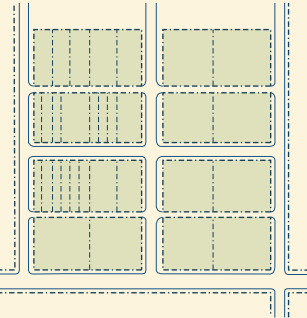
Step 2: Introduce Streets

Sites being subdivided into additional blocks shall introduce streets as allowed in the applicable zoning district(s) and comply with the applicable block-size requirements of Table 4.2.



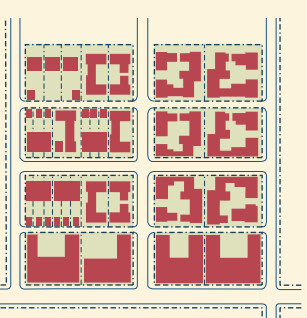
Step 3: Introduce Alleys

Access to new blocks and their individual lots is allowed primarily by alley or, side street, with a certain portion of lots allowed to access the lot via the primary street. The intent of limiting access to the rear or side of lots is to maintain the continuity of the streetscape without interruptions such as driveway access.



Step 4: Introduce Lots

Lots are introduced on each block to correspond with the selected building type(s) allowed by each zoning district.



Step 5: Introduce Projects

Each lot is to receive no more than one main building. The main building is then designed per the requirements of the applicable zoning district along with the allowed frontages and arranged to suit the particular organization of buildings desired for the block.

4.3B Streets

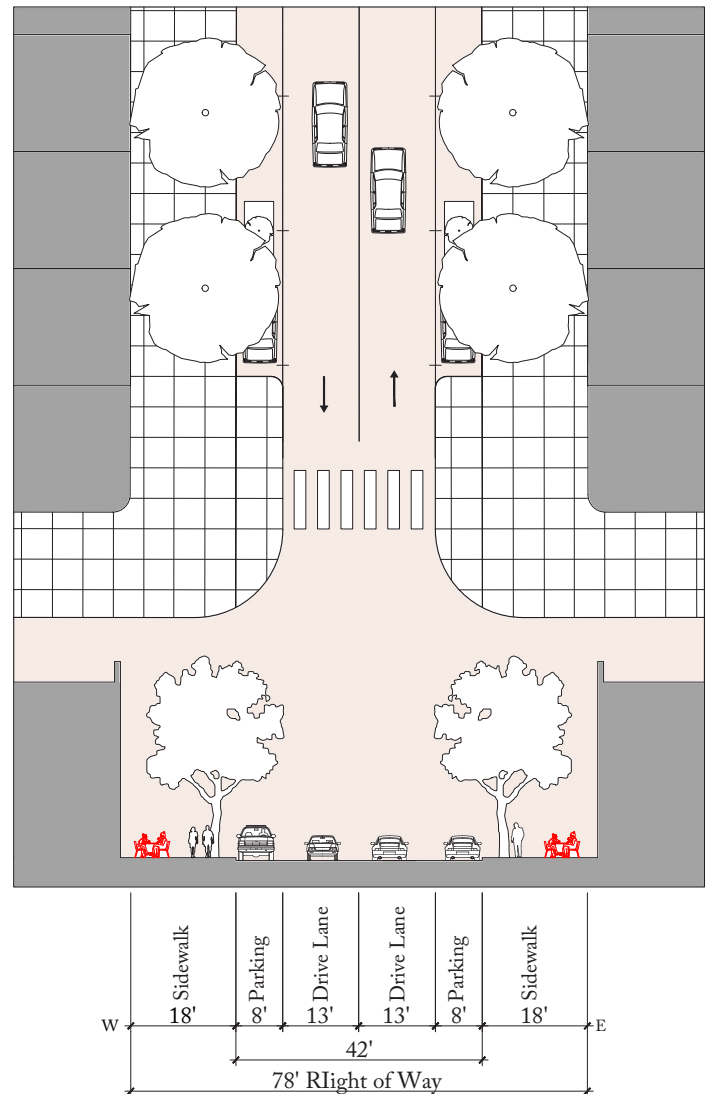
4.3B.1 Intent

The key to transforming the Downtown into walkable area is the introduction of an interconnected street network with streets that are sized appropriately for intended volume and safe traffic speeds. The principal characteristics and strategies of this kind of network are:

- Interconnected streets that serve all modes of travel, including walking, biking, taking transit, or driving.
- A diversity of context based street types, each designed according to the adjacent building intensities and uses and each with its own unique character.
- Streets that accommodate two-way traffic, facilitating navigation and safe traffic speeds, while eliminating traffic-related fatalities.
- On-street parking that provides convenient parking in front of businesses and residences, reduces the amount of required off-street parking, provides a barrier between vehicles in the travel lane and pedestrians on sidewalks, and provide a presence on the street that helps calm vehicular speeds.
- Appropriate lane widths, tight curb radii, and narrow street crossings that calm traffic and provide a more comfortable and safe environment for pedestrians, cyclists, and automobiles.
- Ample sidewalks, crosswalks, street trees, and generous streetscapes that provide shady, comfortable, and inviting places for pedestrians to walk, while defining the Montebello Downtown's unique and memorable sense of place.
- Streets that result in a reduced quantity and improved quality of stormwater runoff, and a diminished heat island effect.
- Energy-efficient, pedestrian-oriented lighting that generates an inviting and safe environment for pedestrians, cyclists, and commerce.

4.3B.2 Applicability

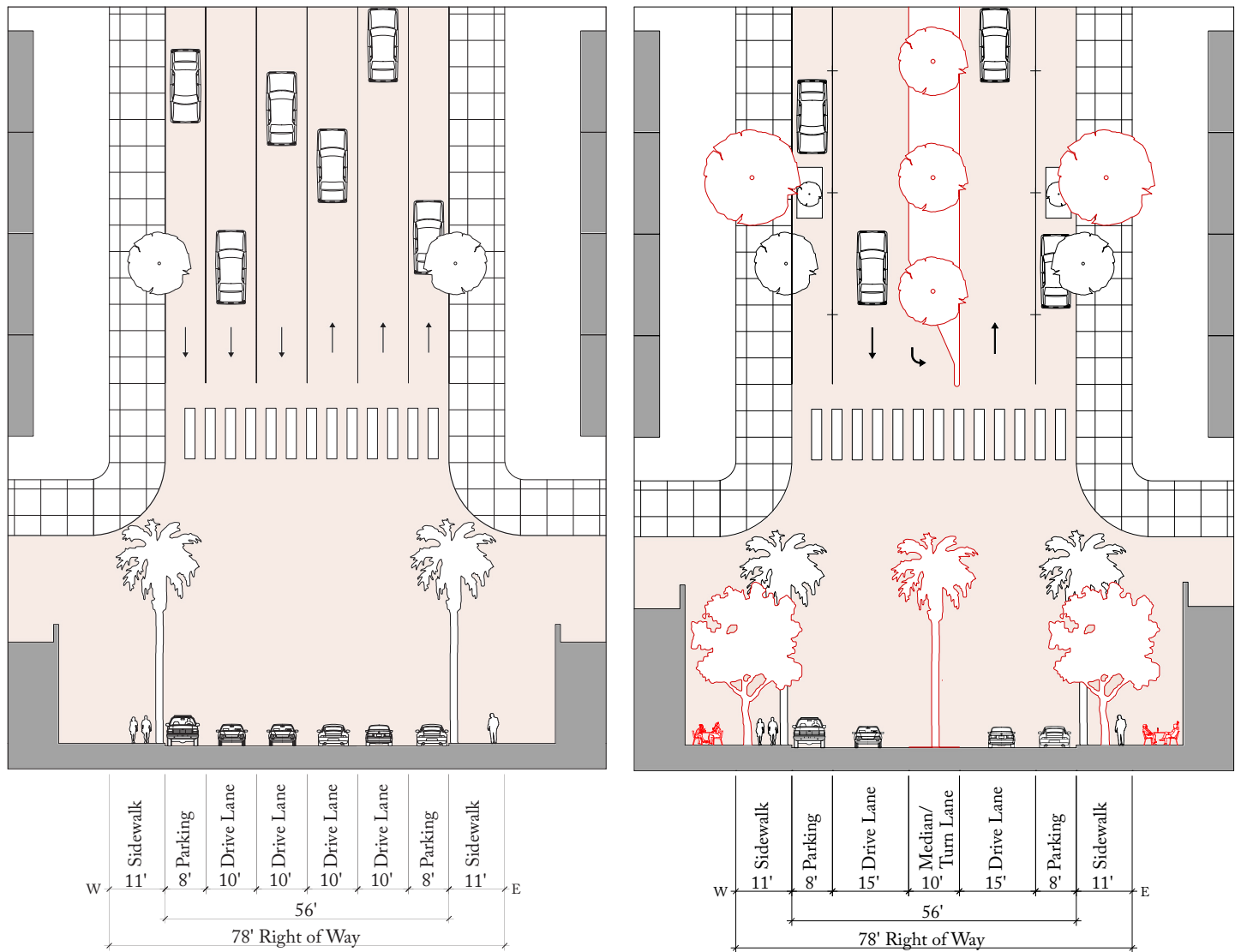
- The standards in this section apply to all new streets and to the substantial improvement of an entire block length of an existing street, subject to the review and approval of Public Works Director.
- Figure D.5 shows the proposed street and block network applied to the entire Plan Area. Additionally, Figure D.10 shows specific landscape characteristics for each street, differentiating it from other streets within the Plan Area, and contributing to the richness of the Downtown area's sense of place.



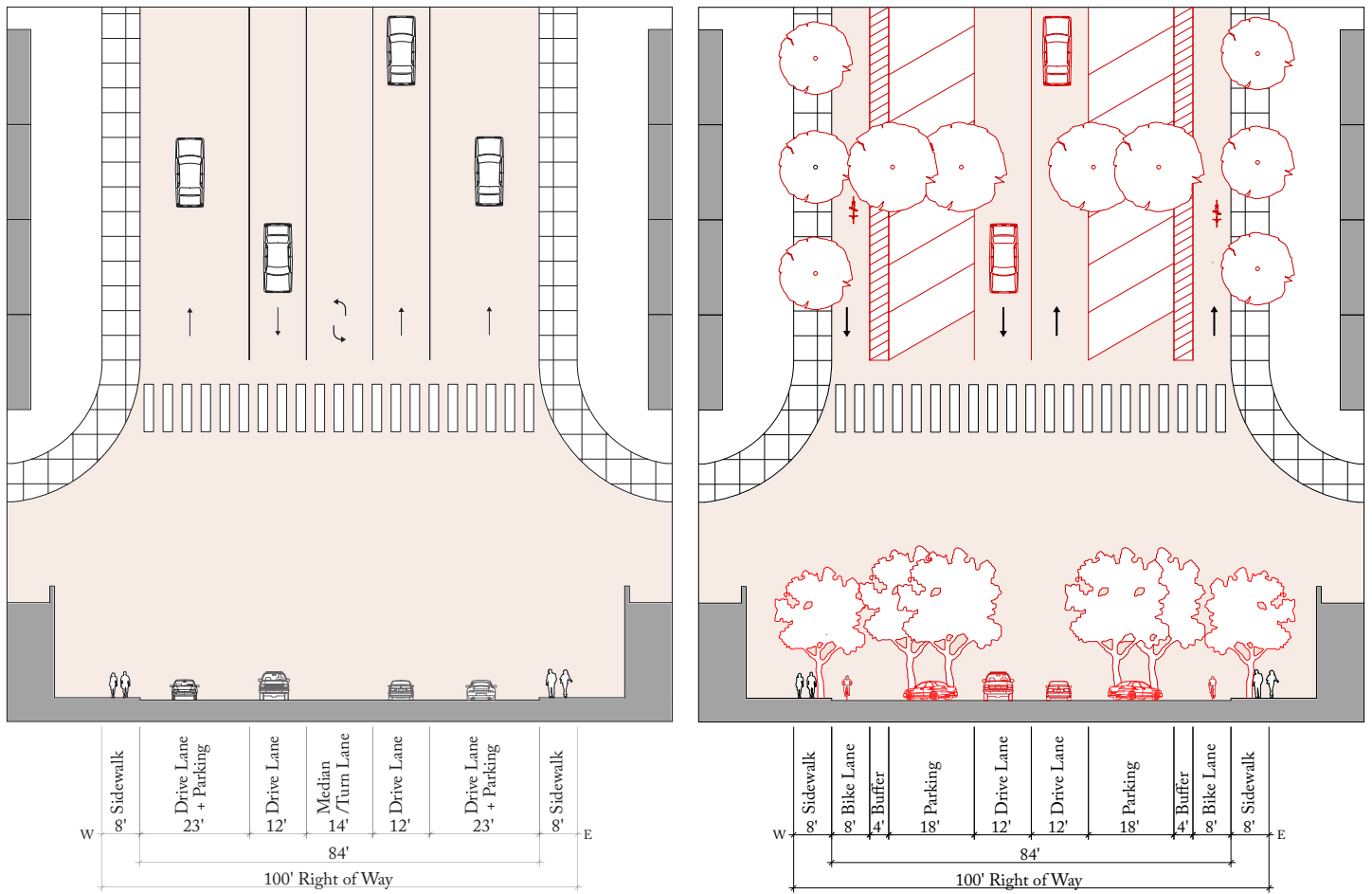
1 Figure D.6. Proposed Whittier Boulevard within the Downtown Core.



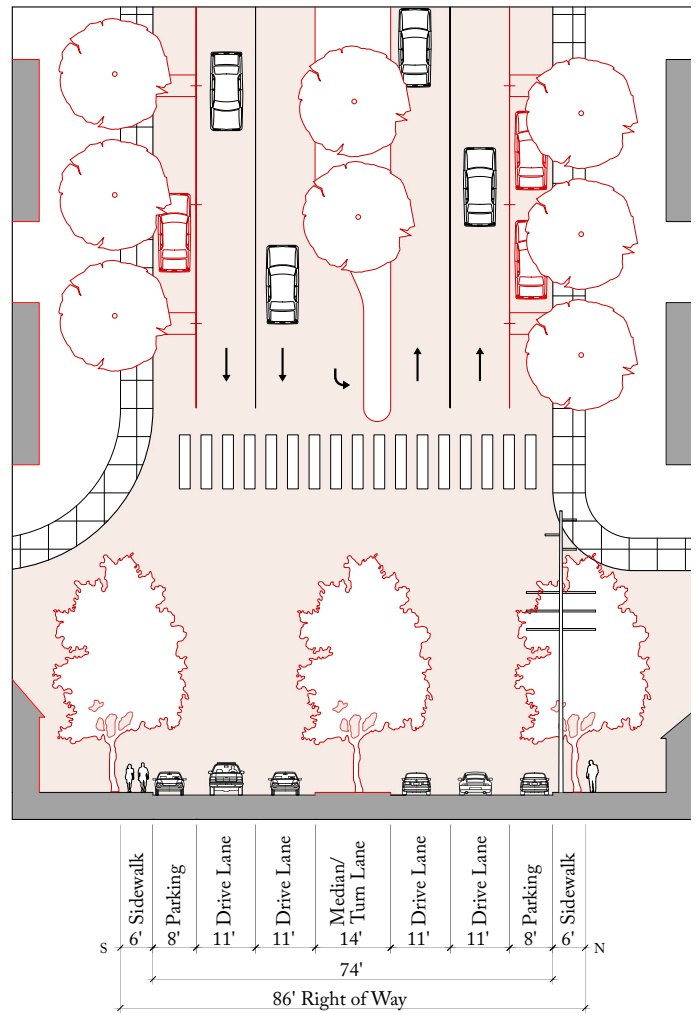
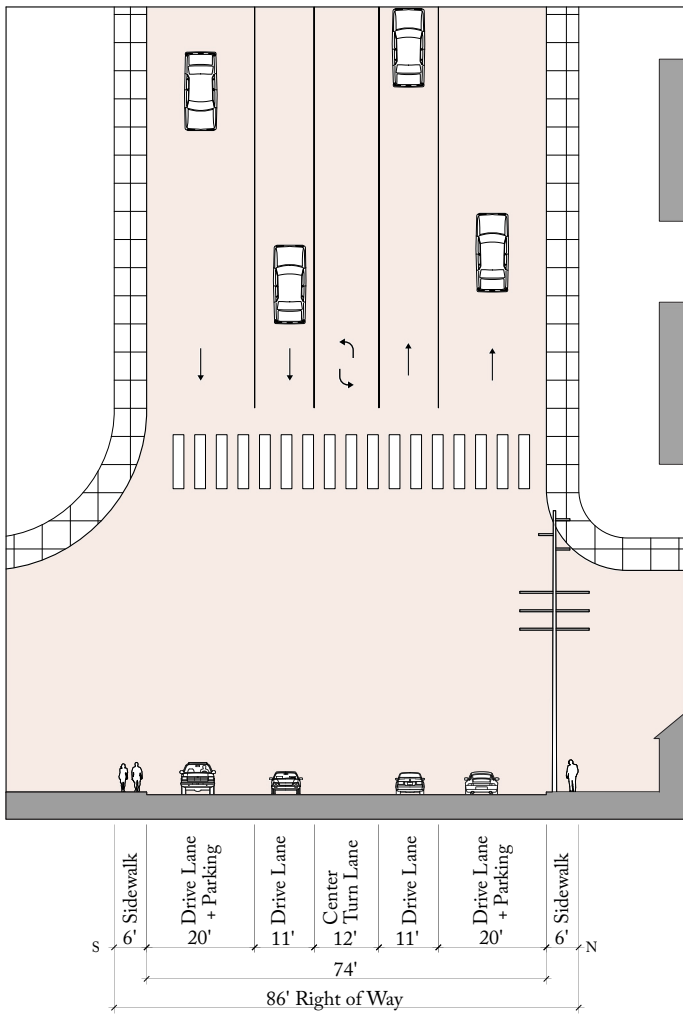
Figure D.5. Proposed street and block network.



2 Figure D.7. Existing (left) and Proposed (right) Whittier Boulevard, Gateway Locations to the Downtown Core.



3 Figure D.8. Existing (left) and Proposed (right) Whittier Boulevard, West of Spruce Street.



4 Figure D.9. Existing (left) and Proposed (right) Montebello Boulevard north of Whittier Boulevard.

4.3C Street Trees

4.3C.1 Intent

The intent of Street Trees is to provide a comfortable, rich pedestrian experience with shade, planted edges in the public right of way, and increase environmental performance with low impact development strategies that absorb and clean urban runoff.

The Street Tree Master Plan (see Figure D.10) locates specific tree species amongst the public realm's street network, open spaces, and greenways. Tree species are chosen for each type of thoroughfare and open spaces to support its unique aesthetic character, spatial quality, and environmental value. Tree selection considerations included the tree's shape, color, seasonal change, scent, size at maturity, drought tolerance, and resilience.

The numerous qualitative benefits from selecting a diverse street tree palette include shade for pedestrians walking along the sidewalk, a visual rhythm to reduce driving speeds along vehicular streets, and overall balance of the built environment. A street tree's environmental benefits include cooling the immediate area, local air quality improvement through carbon sequestration, and stormwater management which contribute toward pedestrian friendly urban character of Downtown Montebello.

The street tree species shown in Figure D.10 (Street Tree Master Plan) are conceptual and may be adjusted subject to Public Works Director and/or Planning and Community Development Director approval.



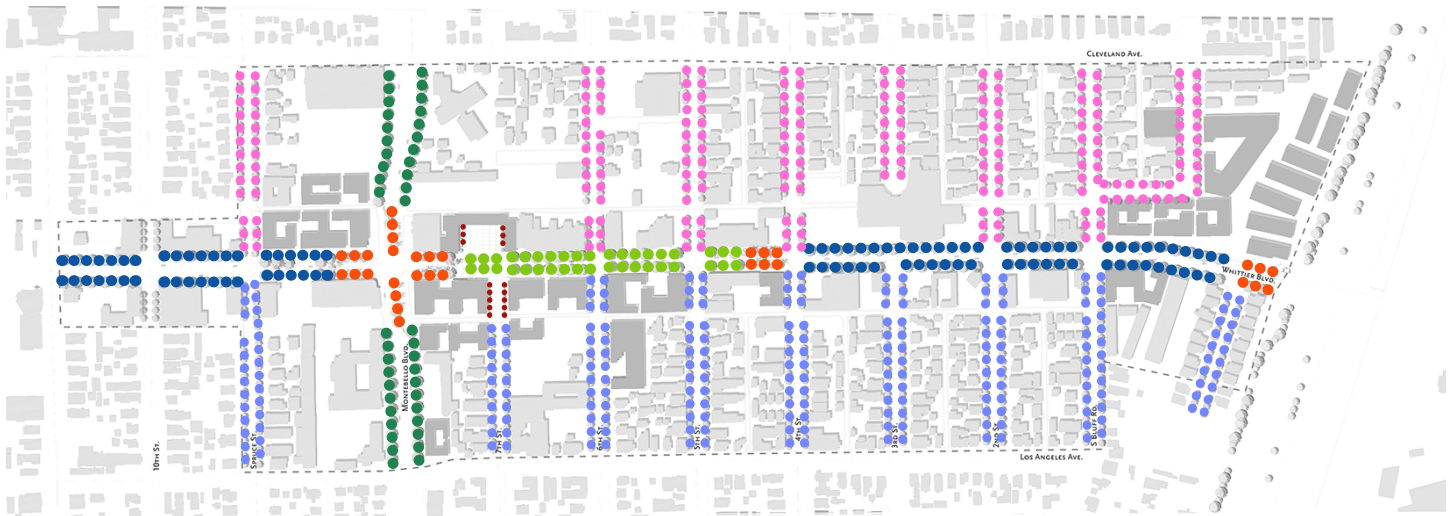


Figure D.10. Street Tree Master Plan.

Whittier Boulevard

- ● ● Platanus acerfolia
- London Plane Tree
- 30-35 ft on center
- Downtown Core
- ● ● Zelkova serrata 'Green Vase'
- Japanese Zelkova
- 30-35 ft on center
- Entry Accent
- Phoenix dactylifera
- Date Palm
- ● ● 30-35 ft on center
- Alternating with Cupressus sempervirens
- Italian Cypress

Montebello Boulevard

- ● ● Magnolia grandiflora
- Southern Magnolia
- 30-35 ft on center
- Alternates:
- ● ● Quercus agrifolia
- Coast Live Oak
- 30-35 ft on center
- Pinus torreyana
- Torrey Pine

Downtown Plaza

- ● ● Pyrus calleryana
- (Chanticleer)
- Chanticleer Pear'
- Alternates
- Ginkgo biloba (Sky Tower)
- Sky Tower Ginkgo Tree
- Liriodendron tulipifera
- (Fastigiatum)
- Columnar Tulip Tree

Residential Streets South of Whittier Boulevard, Blue/Purple Flowering Trees

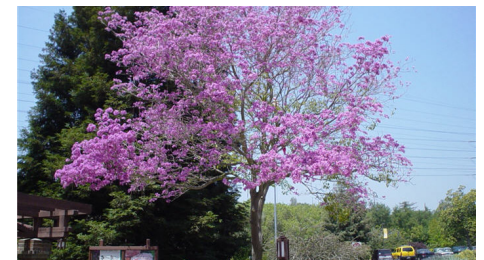
- ● ● Bauhinia Spp
- Orchid Tree
- Calodendron capense
- Cape Chestnut Tree
- Chilopsis linearis
- Desert Willow
- Jacaranda mimosifolia
- Jacaranda
- Robina ambigua
- (Purple Robe)
- Purple Robe Locust

Residential Streets North of Whittier Boulevard, Red/Pink Flowering Trees

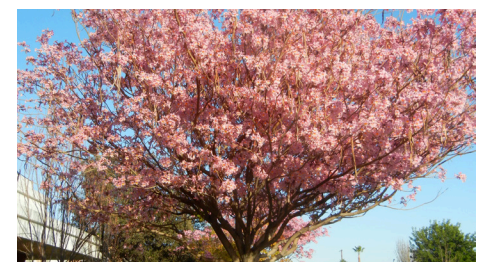
- ● ● Cercis canadensis
- Eastern Redbud
- Chitalpa x tashkentensis
- (Pink Dawn)
- Pink Dawn Chitalpa
- Chilopsis linearis
- Desert Willow
- Eucalyptus ficifolia
- Red Flowering Gum
- Erythrina coralloides
- Naked Coral Tree
- Handroanthus heptaphyllus
- Pink Trumpet Tree
- Koelreuteria bipinnata
- Chinese Flame Tree
- Tabebuia impetiginosa
- Pink Trumpet Tree



Quercus Agrifolia



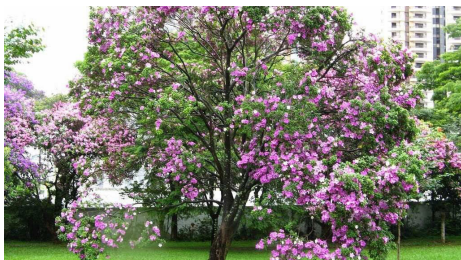
Robinia Purple Rose



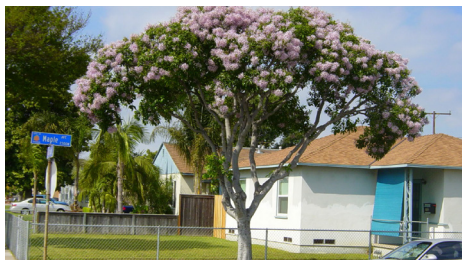
Tabebuia Impetiginosa



Zelkova Serrata



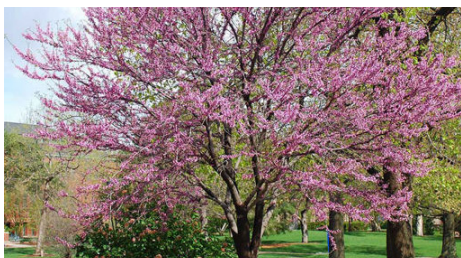
Bauhinia Spp



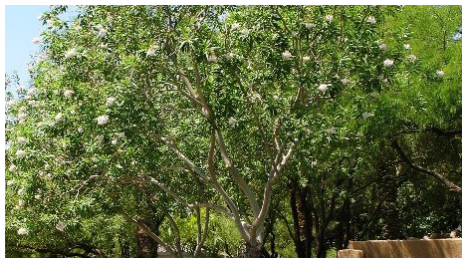
Calodendron Capense



Chilopsis Linearis



Cercis Canadensis



Chitalpa Tashkentensis



Cupressus Sempervirens



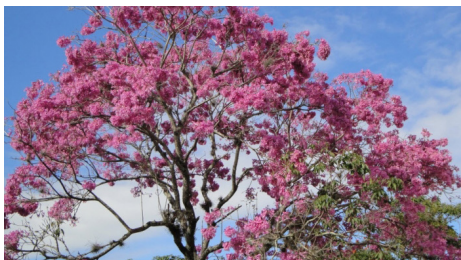
Erythrina Coralloides



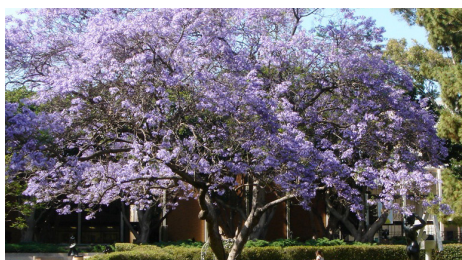
Eucalyptus Ficifolia



Gingko Biloba 'Sky Tower'



Handroanthus Heptaphyllus



Jacaranda Mimosifolia



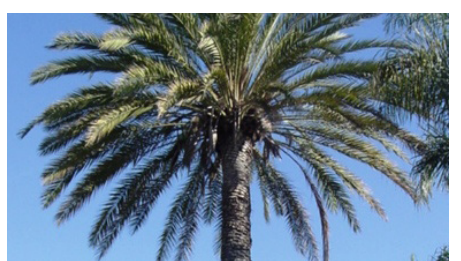
Liriodendron Tulipifera 'Fastigiatum'



Koelreuteria Panniculata



Magnolia Grandiflora



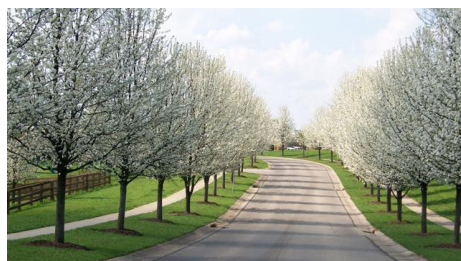
Phoenix Dactylifera



Pinus Torreyana



Platanus Acerfolia



Pryus Calleryana Spp



Figure D.11. Range of Public Parks and Open Spaces.



4.3D Parks and Open Space

4.3D.1 Intent

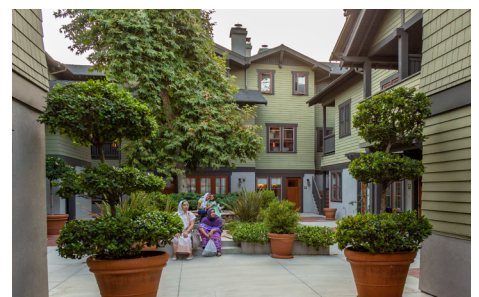
This section establishes a range of open spaces specified based on location and characteristics such as size, landscaping, access, and frontage conditions needed to implement the intended form and character for Downtown. The Downtown Specific Plan vision seeks to establish a seamless weave of public and private open spaces at the regional, neighborhood, block, lot, and building level. The Development Standards include private open space requirements for different building types.

The intent of this section is to:

- To improve quality of life, instill civic pride, and sense of community.
- Provide places for diverse people to meet and interact thereby increasing social capital of the neighborhood.
- Increase property values and helps attract and retain knowledge workers and businesses.
- Provide venues for many arts and cultural programs which also promotes tourism.
- Through informal play and shared experiences with peers, open spaces inspire children to explore, discover, learn and become better stewards of the about natural environment.
- Promote walking, biking, and other physical activities essential for fitness and well being and to reduce diabetes, and heart and mental illness.
- Reduces the urban heat island effect. Trees in parks and open spaces sequester carbon and other pollutants from the area.

4.3D.2 Applicability

The standards shall apply to all new or modified blocks in the Downtown area. Additional Public Open Spaces can be integrated into this section as they are approved by the City.





I Rio Hondo Channel Greenway

a Description

The Greenway is a linear open space intended to provide extensive opportunities for recreation. The Greenway corridor would connect many neighborhoods, existing parks, schools, and other regional parks and open spaces along the Rio Hondo Channel. It would also connect the wildlife habitat and reducing the heat island effect.

b Standards

- i **Size:** The greenway would be variable width and span the entire city. The greenway is part of a regional trail network.
- ii **Design:**
 - a) The landscape along the greenway shall consist of unobstructed lawns, planting beds, naturalistically arranged trees. Hardscape is minimal in the form of access pathway and peripheral connections.
 - b) Pedestrian amenities such as benches, picnic tables, drinking fountains, exercise equipment, bike racks and playground equipment may be located at appropriate intervals along the greenway.

II Central Plaza

a Description

Plaza is an urban public space that serves as a public gathering place or a place for celebratory events.

b Standards

- i **Size:** 0.25 acre to 0.5 acre
- ii **Design:**
 - a) Plazas are highly visible located at the intersection of important streets and enclosed by active building frontages.
 - b) Plazas are hardscape with little or no vegetation, usually requiring minimal maintenance.
 - c) Amenities may include pergolas, flexible gathering and event spaces, benches, chairs, tables (movable recommended), bike racks, and public art.
 - d) Infrastructure for special events, including water, power, and data, should be designed into the layout of select plazas.





IV Rio Hondo Connector Park

a Description

This park connects the Downtown area to the Rio Hondo Channel. The connector park space reinforces the daily commuter entry arrival into Montebello from the east.

b Standards

- i **Size:** Variable linear space.
- ii **Location:** Located adjacent to the Whittier Blvd Bridge crossing of the Rio Hondo this connecting space brings accessibility of the downtown to the river amenity.
- iii **Design:**
 - a) Gentle curving ramps and stairs meander thru the space that is envisioned to have community works of art accenting the river walk connector experience.
 - b) Bridge abutments are clad with bas relief art works and sculptures and other environmental art elements are dotted along the walk.
 - c) California Sycamore trees meander through the lush native riparian plantings of the connector walk and ramps.
 - d) The space is secured at night with decorative functional art fences and gates and well-lit spaces.

V Parklet

a Description

A parklet is a sidewalk extension into parking spaces that provides more space and amenities for people using the street.

b Standards

- i **Size:** Variable linear space that includes one or more on-street parking spaces.
- ii **Location:** Parklets must be located at least one parking space away from an intersection or street corner.
- iii **Design:**
 - a) Parklets are permitted on streets with speed limits of 25 mph or less.
 - b) Parklets must include a platform/deck that is flush with the sidewalk, unless the parklet is designed to be terraced. Parklets must end at the sidewalk and parklet furniture, heaters, and landscaping may not spill onto sidewalk.
 - c) Stable and sturdy traffic barriers must be installed on all three sides open to the roadway traffic. The barrier must have a minimum height of 36 inches and maximum height of 42 inches.
 - d) To allow for water flow, parklets must provide a drainage channel that is a minimum of 3 inches tall and 2 feet wide, along the entire length of the parklet, adjacent to the curb.
 - e) Parklets design and construction will be subject to Public Works approval. The design must be flexible to allow for any roadway or utility maintenance. Public Works has the right to close a parklet from use to perform maintenance work on adjacent infrastructure.



IV Pocket Park

a Description

Pocket parks are urban open spaces on a small-scale and provide a safe and inviting environment for surrounding community members. They also meet a variety of needs and functions, including: small event space, play areas for children, spaces for relaxing or meeting friends, taking lunch breaks, etc.

b Standards

- i **Size:** Up to 0.25 acre
- ii **Design:**
 - a) The parks shall be accessible by both foot and bike.
 - b) Pocket parks shall strive to accommodate as many different users as possible, prioritizing the needs of surrounding neighborhoods. Pocket parks may include seating, play or fitness equipment, open lawn space, dog runs, community gardens, ecological/educational displays, and community bulletin boards.
 - c) Pocket parks may be designed to serve as stormwater retention and infiltration areas.





VI Paseos

a Description

Paseos are pedestrian-only pathways that make the block porous, and provide opportunities to create unique public spaces.

b Standards

i Size: Variable linear space

ii Design:

- Paseos create short cuts through long blocks, and may connect interior courtyards to street frontages.
- Use native plants to provide new bird and insect habitats, strengthening Montebello's urban ecosystems. Edible paseo gardens can also be planted, incorporating herbs and vegetables. The simplest solutions are potted plant gardens and window boxes.
- Well-lit paseos discourage crime, encourage pedestrians, and can introduce artful elements. Adding softer lights, creating spaces with lighting, and playing with lighting temperature can bring new life and atmosphere to an alley.
- Amenities may include pergolas, flexible gathering and event spaces, benches, chairs, tables (movable recommended), bike racks, and public art.
- Paseos need to ensure emergency and maintenance vehicle access as appropriate.

VII Private Open Spaces

a Lot Level

Each building type shall prescribe private open space. For example the open space for single dwelling is provided in yards, courtyard buildings includes courts, and flex buildings and tower may provide terraces.

b Within the building

In urban areas where private yard is not an option, balconies, patios, and roof garden allow residents access to open space, area for small-scale cultivation, recreation, and entertaining.

4.4 Development Standards

4.4A Purpose and Intent

This section establishes standards to ensure that development within the Downtown area promotes a safe, comfortable, and interesting walkable environment along the street by:

- Placing the buildings in the front and locating the parking behind the building;
- Providing access to adequate public and private parks and open space; and
- Providing contextual building scale and mass, and pedestrian access and visibility that establish a human scale to the street.

4.4B Applicability

All proposed buildings and related improvements shall be designed in compliance with the development standards of this Section for the applicable zone, except for public and institutional buildings, which because of their unique disposition and application are not required to comply with these requirements.

4.4C Average Building Height

Building within the Downtown Core, Main Street, and Downtown Edge zones may exceed the maximum allowed base building height by one story for up to 30% of the building footprint area provided an equal amount of building footprint area is one story shorter than the maximum allowed base building height (see Figure D.12).

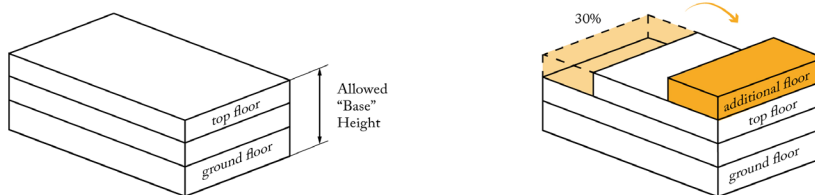
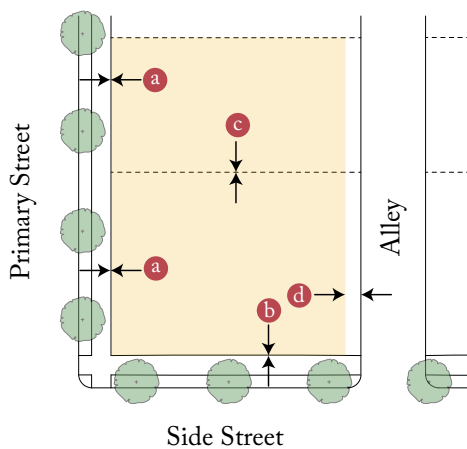


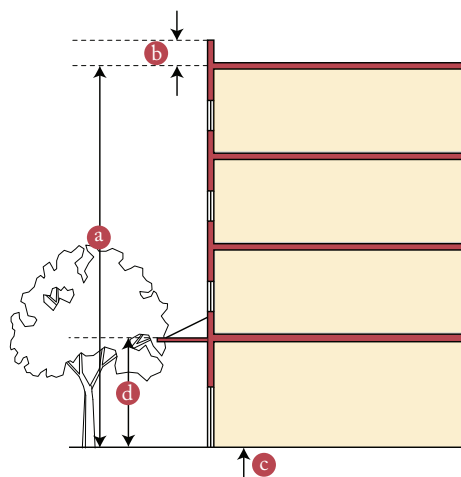
Figure D.12. Average Building Height.

4.4D Downtown Core



1 Setbacks

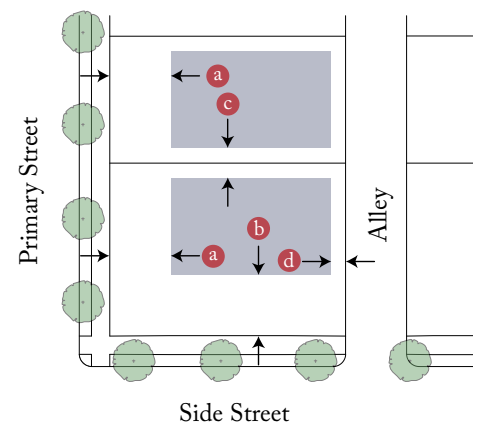
- a** Primary Street Setback
- i Ground Floor non-residential 0 ft. min./5 ft. max.
 - ii Ground Floor residential 5 ft. min./10 ft. max.
- b** Side Street Setback
- i Ground Floor non-residential 0 ft. min./5 ft. max.
 - ii Ground Floor residential and upper floors 5 ft. min./10 ft. max.
- c** Side Yard Setback
- i Non-residential 0 ft.
 - ii Residential 8 ft. min.
- d** Rear Setback
- i With Alley 5 ft. min.
 - ii Without Alley 15 ft. min.



2 Heights

- a** Top of plate height 4 stories/ 45 ft. max. •
- b** Parapet height 4 ft. max.
- Pitch roof above top of building plate Allowed
- c** Ground Floor above grade
- i Non-residential 0 ft.
 - ii Residential 3.5 ft. min.
- d** Ground story floor to floor height
- i Non-residential 15 ft. min.
 - ii Residential 12 ft. min.

• Up to 30% of the building footprint area may be five (5) stories/55 ft. to top of plate, provided an equal amount of building footprint area is no taller than three (3) stories/35 ft. to top of plate (see Figure 4.9).



3 Parking Placement

On-site parking shall be located as indicated below and shown in the diagram on the right:

- a** Primary Street Setback
- i Podium/Surface 20 ft. min.
 - ii Subterranean 0 ft.
- b** Side Street Setback
- i Podium/Surface 20 ft. min.
 - ii Subterranean 0 ft.
- c** Side Yard Setback
- i Podium/Surface 5 ft. min.
 - ii Subterranean 0 ft.
- d** Rear Setback
- i Podium/Surface 5 ft. min.
 - ii Subterranean 0 ft.

4 Signs

Allowed Signage Types. A maximum of two of the below sign types are allowed per business. Signs may encroach into Primary Street and Side Street rights-of-way as measured from the building facade as identified below.

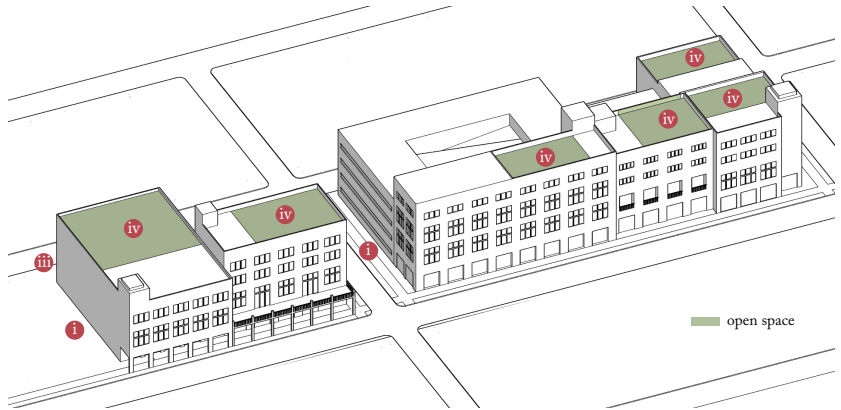
Sign Type	Encroachment
a Awning Canopy	Within 2 ft. of curb
b Window Sign	0 ft.
c Projecting Sign	3 ft.
d Wall	Sign Thickness
e Directory/Building ID Sign	Sign Thickness

5 On-site Open Space

a One (1) or more of the Open Space Types listed below shall be provided on each lot and must be accommodated behind the Primary Street setback line.

Open Space type	Minimum Area	Minimum Dimensions
i Side Garden		
ii Courtyard	15% of total lot area	20 ft. by 20 ft.
iii Back yard		
iv Roof deck		

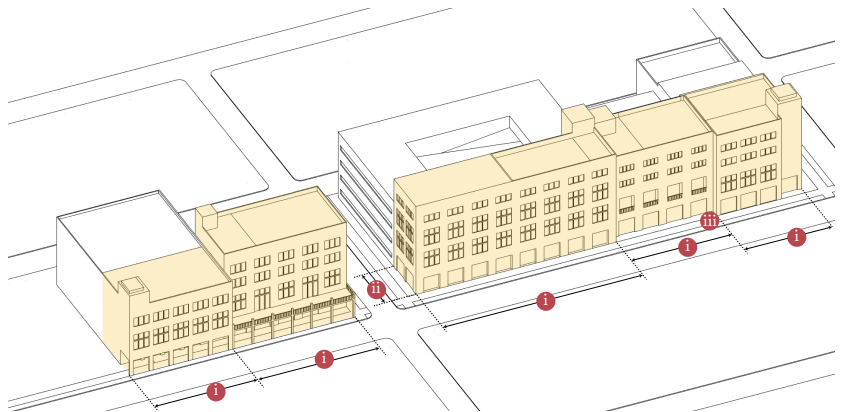
b Residential projects without a back yard shall provide for each residential unit a private open space in the form of a balcony, door yard, or yard. Private open space shall have a minimum area of 40 square feet with a minimum width of 5 feet.



6 Building Size and Separation

a Buildings shall be designed according to the following building length and building separation standards:

i Building length along Primary Street	150 ft. max
ii Building length along Side Street	100 ft. max
iii Building separation along Primary Street	0 ft.



7 Frontage Elements, Encroachments, and Access

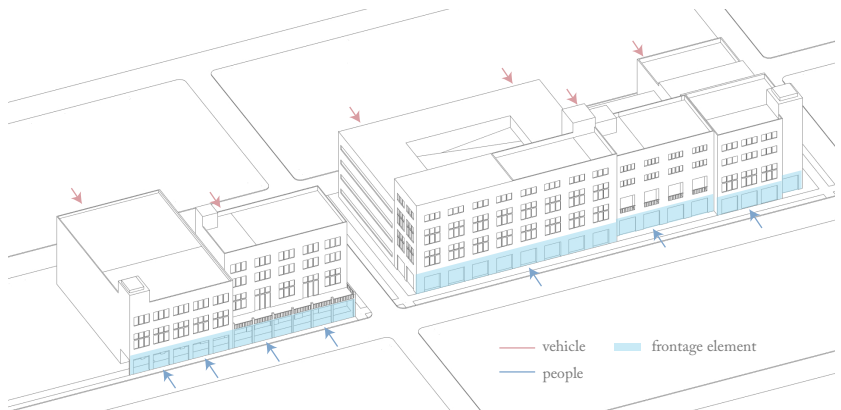
a Required Frontage Elements: Street- and Court-facing building facades shall provide at least one (1) of the frontage elements listed below. These Frontage Elements may encroach into the Primary Street and Side Street setbacks as identified below.

i Arcade, Gallery	To R.O.W. line
ii Shop-front	0 ft.
iii Stoop	5 ft.
iv Door yard	To R.O.W. line

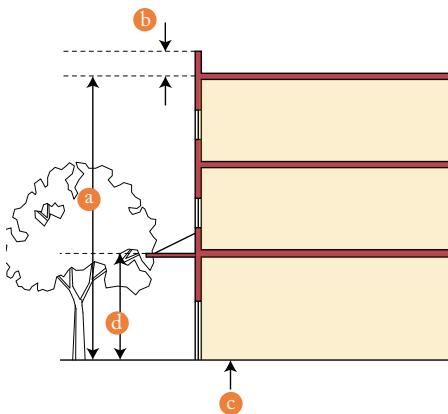
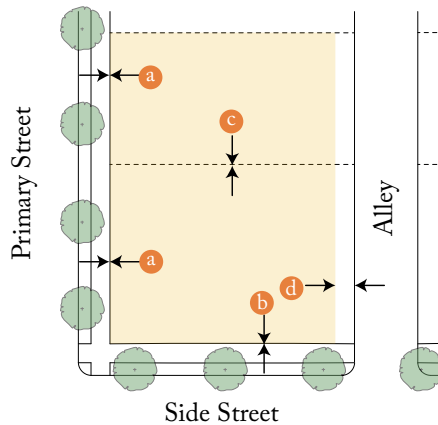
b Optional Frontage Elements. The following elements may be provided on all Street- and Courtyard-facing facades, and may encroach into the Primary Street and Side Street setbacks or right-of-way as identified below.

i Balcony	3 ft. into R.O.W. or setback
ii Bay Window	
iii Awning, Canopy	Within 2 ft. of curb

- c i Pedestrian Access: All ground floors shall be accessed directly from the sidewalk either directly to each unit or commercial space through an appropriate frontage element, lobby, or open space, such as a court. Upper floor uses may be accessed through an exterior or interior stair, or lobby.
- ii Vehicular Access: Parking shall be accessed from an alley. Where an alley is not present, parking/service areas may be accessed from primary street. Driveways shall be located as close to side property line as possible. Parking/service areas for corner lots shall be accessed from side street.



4.4E Main Street



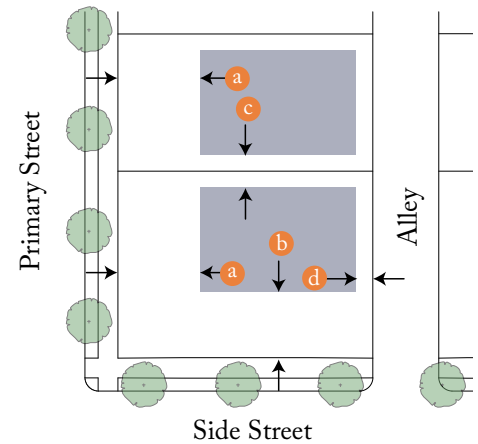
1 Setbacks

- a Primary Street Setback**
 - i Ground Floor non-residential 0 ft. min./5 ft. max.
 - ii Ground Floor residential 10 ft. min./15 ft. max.
- b Side Street Setback**
 - i Ground Floor non-residential 0 ft. min./5 ft. max.
 - ii Ground Floor residential and upper floors 10 ft. min./15 ft. max.
- c Side Yard Setback**
 - i Non-residential 0 ft.
 - ii Residential 8 ft. min.
- d Rear Setback**
 - i With Alley 5 ft. min.
 - ii Without Alley 15 ft. min.

2 Heights

- a Top of plate height** Average 3 stories/ 35 ft. max. •
- b Parapet height** 4 ft. max.
- Pitch roof above top of building plate** Allowed
- c Ground Floor above grade**
 - i Non-residential 0 ft.
 - ii Residential 3.5 ft. min.
- d Ground story floor to floor height**
 - i Non-residential 15 ft. min.
 - ii Residential 12 ft. min.

• Up to 30% of the building footprint area may be four (4) stories/45 ft. to top of plate, provided an equal amount of building footprint area is no taller than two (2) stories/25 ft. to top of plate (see Figure 4.9).



3 Parking Placement

On-site parking shall be located as indicated below and shown in the diagram on the right:

- a Primary Street Setback**
 - i Podium/Surface 25 ft. min.
 - ii Subterranean 0 ft.
- b Side Street Setback**
 - i Podium/Surface 20 ft. min.
 - ii Subterranean 0 ft.
- c Side Yard Setback**
 - i Podium/Surface 5 ft. min.
 - ii Subterranean 0 ft.
- d Rear Setback**
 - i Podium/Surface 5 ft. min.
 - ii Subterranean 0 ft.

4 Signs

Allowed Signage Types. A maximum of two of the below sign types are allowed per business. Signs may encroach into Primary Street and Side Street rights-of-way as measured from the building facade as identified below.

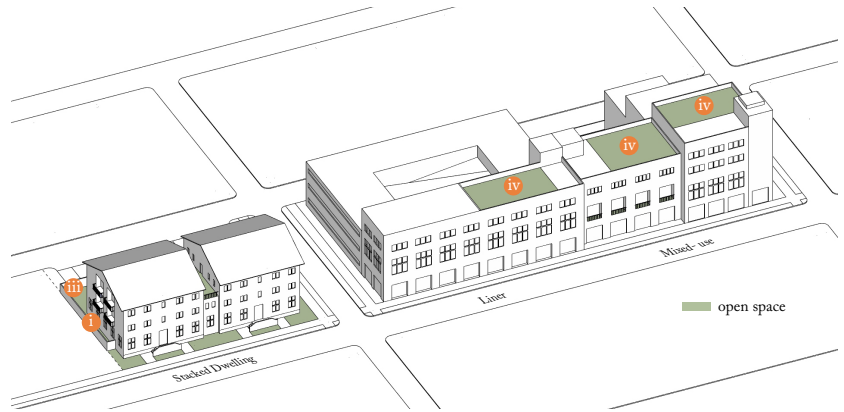
Sign Type	Encroachment
a Porch Sign	0 ft.
b Yard Sign	0 ft.
c Awning Canopy	Within 2 ft. of curb
d Window Sign	0 ft.
e Projecting Sign	3 ft.
f Wall	Sign Thickness
g Directory	Sign Thickness

5 On-site Open Space

- a One (1) or more of the Open Space Types listed below shall be provided on each lot and must be accommodated behind the Primary Street setback line.

Open Space type	Minimum Area	Minimum Dimensions
i Side Garden		
ii Courtyard	15% of total lot area	20 ft. by 20 ft.
iii Back yard		
iv Roof deck		

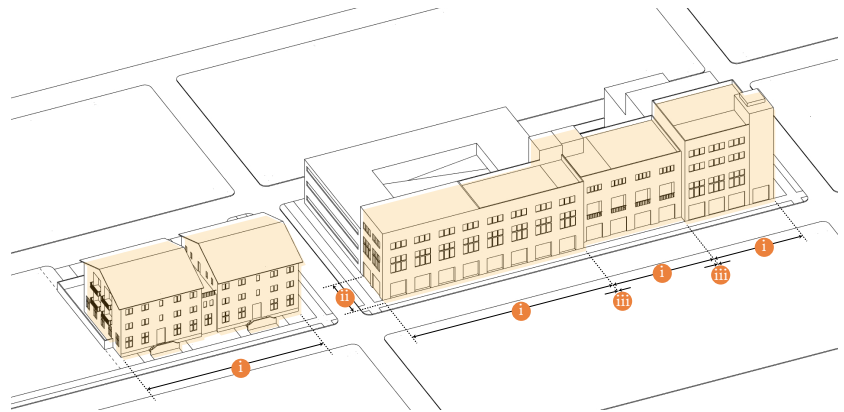
- b Residential projects without a back yard shall provide for each residential unit a private open space in the form of a balcony, door yard, or yard. Private open space shall have a minimum area of 40 square feet with a minimum width of 5 feet.



6 Building Size and Separation

- a Buildings shall be designed according to the following building length and building separation standards:

i Building length along Primary Street	280 ft. max
ii Building length along Side Street	120 ft. max
iii Building separation along Primary Street	15 ft.



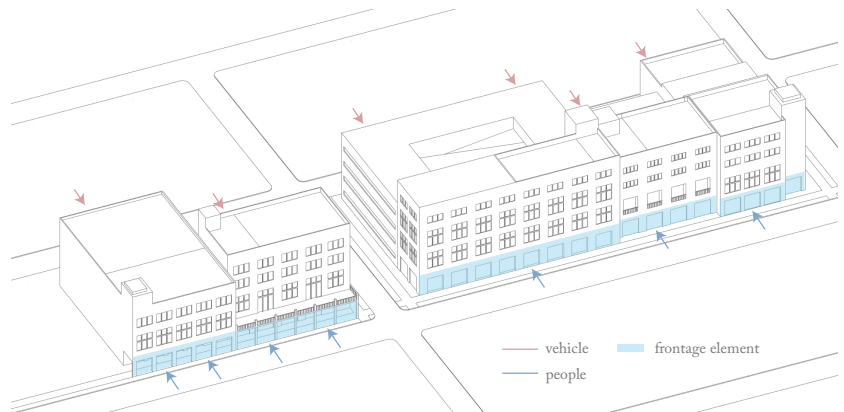
7 Frontage Elements, Encroachments, and Access

- a Required Frontage Elements: Street- and Court-facing building facades shall provide at least one (1) of the frontage elements listed below. These Frontage Elements may encroach into the Primary Street and Side Street setbacks as identified below.

i Arcade, Gallery	To R.O.W. line
ii Shopfront	n/a
iii Stoop	5 ft.
iv Door yard	To R.O.W. line

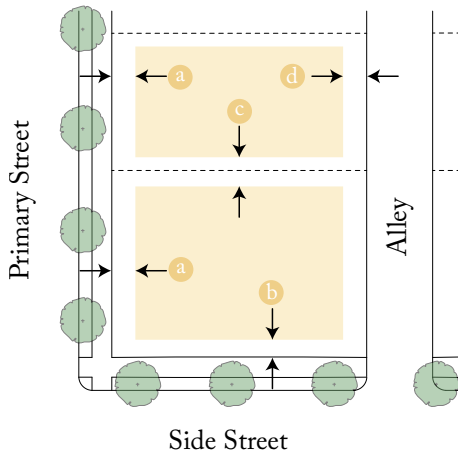
- b Optional Frontage Elements. The following elements may be provided on all Street- and Courtyard-facing facades, and may encroach into the Primary Street and Side Street setbacks or right-of-way as identified below.

i Balcony	3 ft. into R.O.W. or setback
ii Bay Window	
iii Awning, Canopy	Within 2 ft. of curb



- c i Pedestrian Access: All ground floors shall be accessed directly from the sidewalk either directly to each unit or commercial space through an appropriate frontage element, lobby, or open space, such as a court. Upper floor uses may be accessed through an exterior or interior stair, or lobby.
- ii Vehicular Access: Parking shall be accessed from an alley. Where an alley is not present, parking/service areas may be accessed from primary street. Driveways shall be located as close to side property line as possible. Parking/service areas for corner lots shall be accessed from side street.

4.4F Downtown Edge



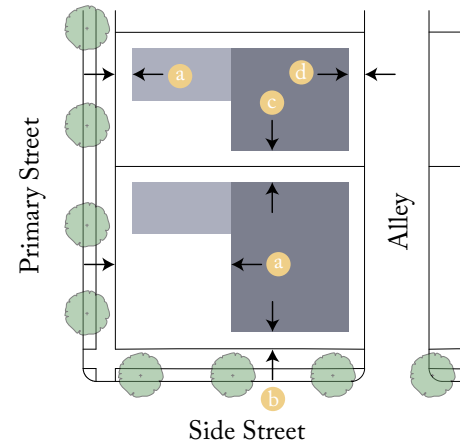
1 Setbacks

- a Primary Street Setback**
 - i Ground Floor non-residential 10 ft. min./25 ft. max.
 - ii Ground Floor residential 10 ft. min./25 ft. max.
- b Side Street Setback**
 - i Ground Floor non-residential 5 ft. min.
 - ii Ground Floor residential and upper floors 10 ft. min.
- c Side Yard Setback**
 - i Non-residential 5 ft. min.
 - ii Residential 5 ft. min.
- d Rear Setback**
 - i With Alley 10 ft. min.
 - ii Without Alley 15 ft. min.

2 Heights

- a Top of plate height** Average 2 stories/ 25 ft. max. •
- b Parapet height** 4 ft. max.
- Pitch roof above top of building plate** Allowed
- c Ground Floor above grade**
 - i Non-residential 0 ft.
 - ii Residential 3.5 ft. min.
- d Ground story floor to floor height**
 - i Non-residential 12 ft. min.
 - ii Residential 10 ft. min.

• Up to 30% of the building footprint area may be three (3) stories/35 ft. to top of plate, provided an equal amount of building footprint area is no taller than one (1) stories/15 ft. to top of plate (see Figure 4.9).



3 Parking Placement

On-site parking shall be located as indicated below and shown in the diagram on the right:

- a Primary Street Setback**
 - i Surface 5 ft. min. for 34% max. of lot width; 50% of lot depth for remaining 66% of lot width; parking prohibited on corners.
 - ii Podium 50% of lot depth
 - iii Subterranean 10 ft. min.
- b Side Street Setback**
 - i Surface 5 ft. min.
 - ii Podium 25 ft. min.
 - iii Subterranean 5 ft. min.
- c Side Yard Setback**
 - i Surface 5 ft. min.
 - ii Podium 15 ft. min.
 - ili Subterranean 5 ft. min.
- d Rear Setback**
 - i Surface 5 ft. min.
 - ii Podium 20 ft. min.
 - iii Subterranean 5 ft. min.

4 Signs

Allowed Signage Types. A maximum of two of the below sign types are allowed per business. Signs may encroach into Primary Street and Side Street rights-of-way as measured from the building facade as identified below.

Sign Type	Encroachment
a Porch Sign	5 ft. in conjunction with Porch or Stoop
b Yard Sign	Within 3 ft. of R.O.W.
c Awning Canopy	To R.O.W. in conjunction with Awning

5 On-site Open Space

- a One (1) or more of the Open Space Types listed below shall be provided on each lot and must be accommodated behind the Primary Street setback line.

Open Space type	Minimum Area	Minimum Dimensions
i Side Garden		
ii Courtyard	15% of total lot area	20 ft. by 20 ft.
iii Back yard		

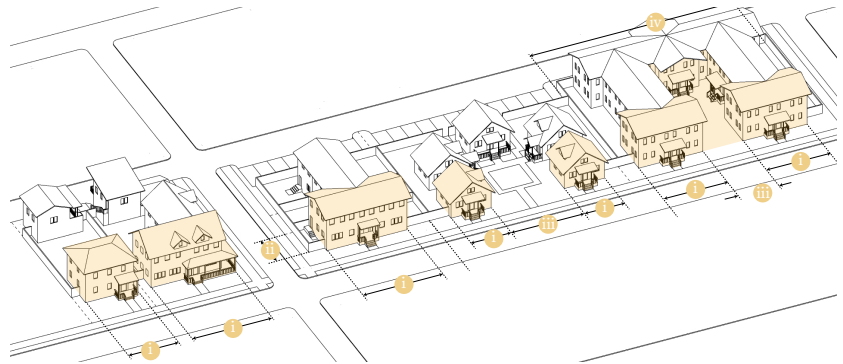
- b Residential projects without a back yard shall provide for each residential unit a private open space in the form of a balcony, door yard, or yard. Private open space shall have a minimum area of 40 square feet with a minimum width of 5 feet.



6 Building Size and Separation

- a Buildings shall be designed according to the following building length and building separation standards:

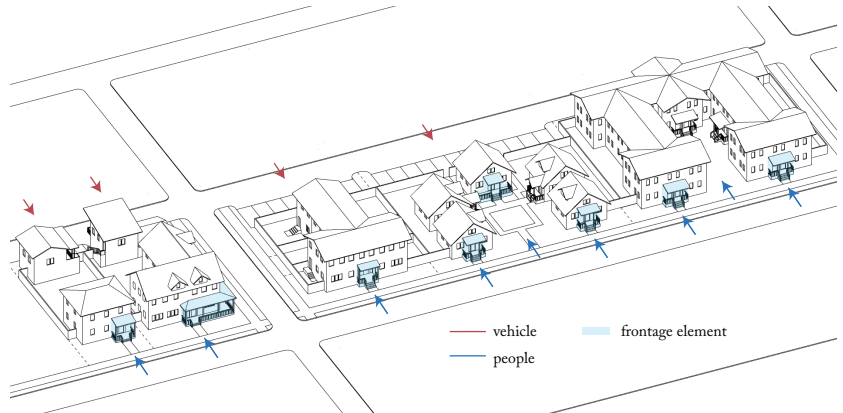
i Building length along Primary Street	60 ft. max.
ii Building length along Side Street	75 ft. max.
iii Building separation must extend entire lot depth or width or lead to Courtyard.	15 ft. min.
iv Building length along rear property line.	150 ft. max.



7 Frontage Elements, Encroachments, and Access

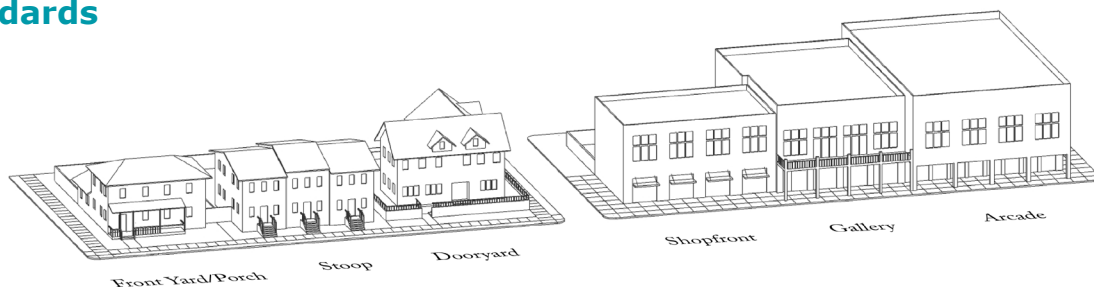
- a Required Frontage Elements: Street- and Court-facing building facades shall provide at least one (1) of the frontage elements listed below. These Frontage Elements may encroach into the Primary Street and Side Street setbacks as identified below.
- b Optional Frontage Elements. The following elements may be provided on all Street- and Court-yard-facing facades, and may encroach into in the Primary Street and Side Street setbacks or right-of-way as identified below.

i Shop-front	n/a	i Balcony	3 ft. max.
ii Stoop	5 ft. max.	ii Bay Window	
iii Door yard	To R.O.W. line	iii Awning, Canopy	To R.O.W. line
iv Porch	5 ft. max.		
i Front yard	n/a		



- c i Pedestrian Access: All ground floors shall be accessed directly from the sidewalk either directly to each unit or commercial space through an appropriate frontage element, lobby, or open space, such as a court. Upper floor uses may be accessed through an exterior or interior stair, or lobby.
- ii Vehicular Access: Parking shall be accessed from an alley. Where an alley is not present, parking/service areas may be accessed from primary street. Driveways shall be located as close to side property line as possible. Parking/service areas for corner lots shall be accessed from side street.

4.5 Frontage Standards



Front Yard



Porch



Stoop



Dooryard (residential)



Dooryard (non-residential)



Shopfront



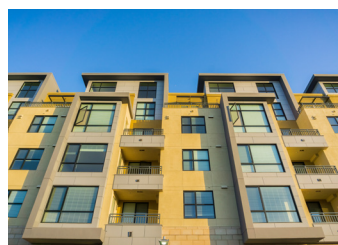
Gallery



Arcade



Balcony



Bay Window



Awning



Canopy

4.5A Purpose and Intent

This Section establishes standards to ensure proposed development promotes a walkable environment along the street through the provision of street-facing windows, entries, and appropriately designed frontages; and commercial ground floors that support pedestrian activity through maximum ground floor transparency. Frontages consist of the street facade of the building(s), including any projecting elements, and any landscape, hardscape, walls, and fences between the building facade and the back of sidewalk. They provide a transition between the public environment of the street and the semi-private and private environments of the building interior. They also signal the location of the building entrance and provide a semi-public space within which neighbors and visitors can interact.

4.5B Applicability

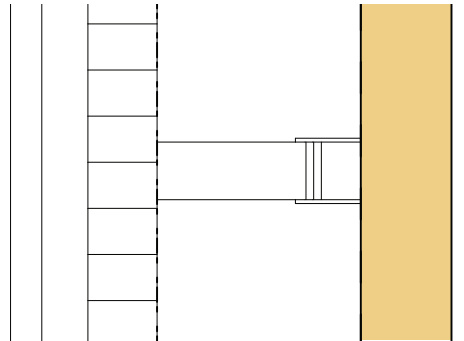
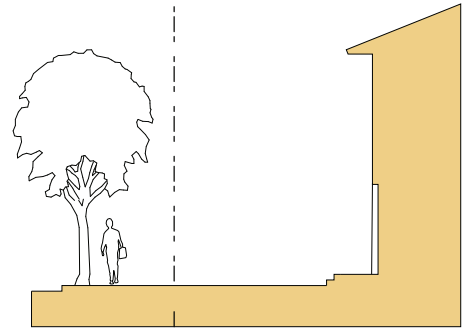
The requirements of this Section apply to all new buildings within the Downtown area.

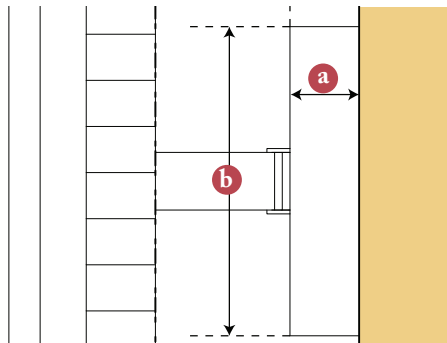
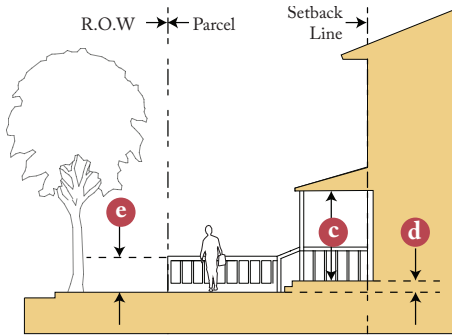
4.5C Frontage Types

This Section identifies the frontage types allowed within the Downtown area, and for each type provides a description and design standards to ensure that proposed development is consistent with this Specific Plan's goals for building form, character, and quality. Frontage types are divided into two categories, Required (Porch, Stoop, Dooryard, Shopfront, Gallery, and Arcade) and Optional (Balcony, Bay Window, Awning, Canopy). The provisions of this Section work in combination with the underlying Zone as identified on the Regulating Plan. Refer to Sections 4.4D, 4.4E, and 4.4F for required and optional frontage types within each zone and allowed encroachments into the setback or right-of-way.

4.5Di Front Yard

- a) **Description:** The area between the building facade and the property line. Front Yards may be visually continuous with adjacent yards with a common landscape, or enclosed by a low fence, wall, or hedge. On sloping sites, front yards may be raised above the level of the adjacent sidewalk and supported by a low retaining wall at the property line with steps providing access between the sidewalk and the yard. Porches, stoops, balconies, and bay windows may encroach into Front Yards.
- b) **Design Standards**
 - i) Front yards and continuous planters between the curb and sidewalk along the primary and side streets shall be landscaped.
 - ii) Paved areas shall be limited to walks and driveways, where present.
 - iii) Fences defining the front yard shall not exceed four (4) feet as measured from the adjacent sidewalk.





4.5Dii Porch

a) **Description:** A roofed, unenclosed room attached to the exterior of a building that provides a physical transition between the sidewalk and the building. Porches may be provided on buildings that are set back from the Primary and/or Side Street property lines and may encroach into the front yard and side street yard.

b) Design Standards

- i) Porches may be enclosed with insect screens if recessed from the exterior wall plane and if visibility is maintained from the sidewalk.
- ii) Porches shall be designed according to the following dimensional requirements:

Dimensions	Min.	Max.
a Depth (clear)	6 ft.	-
b Width (clear)	12 ft.	-
c Height: ceiling (clear)	8 ft.	12 ft.
d Height: floor above grade	12 in.	3 ft.
e Height: fence or hedge	-	3 ft.



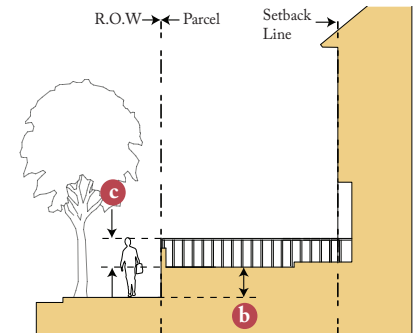
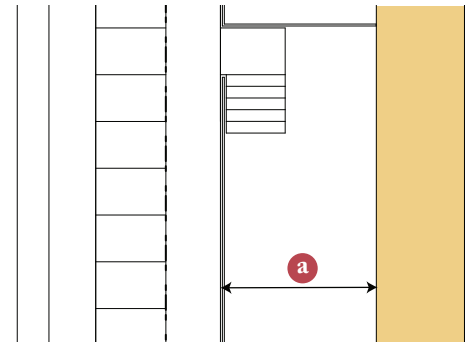
4.5Diii Dooryard

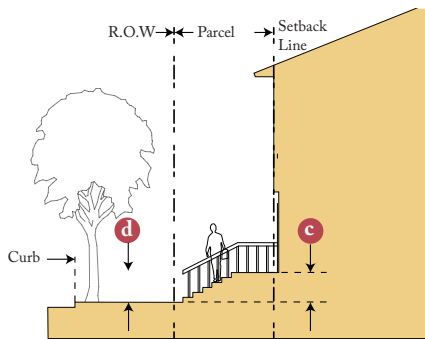
- a) **Description:** An elevated or at-grade garden or terrace that is located in the front yard setback and that is enclosed by a low wall located at or near the property line. For elevated Dooryards, access from the sidewalk to the Dooryard is via a stair or ramp. The Dooryard can accommodate a variety of activities, ranging from dining patios for commercial uses to patios for residential uses. In addition, the interior building spaces are separated from the adjacent sidewalk by the depth of the Dooryard and in the case of raised Dooryards, by the terrace height.

b) Design Standards

- i) Walls and/or fences shall be consistent with the architectural style of the building in their design, materials, and finishes.
- ii) Dooryards shall be designed according to the following dimensional requirements:

Dimensions	Min.	Max.
a Depth (clear)	7 ft.	-
b Height above grade	0 ft.	3 ft.
c Fence or railings may extend to height required by building code.	-	-





4.5Div

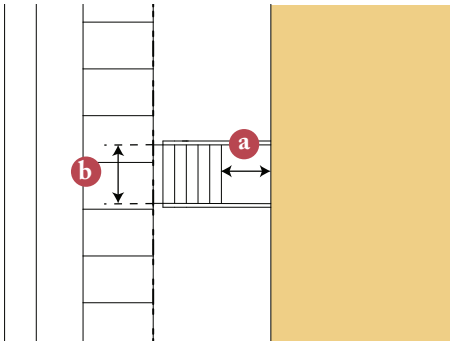
Stoop

- a) **Description:** A stair and landing leading directly from the sidewalk to a building entrance. The ground floor of the building is typically raised to provide increased privacy for the rooms facing the public street. Accordingly, stoops are ideal frontage types for ground floor housing that is near the street.

b) Design Standards

- i) The exterior stairs may be perpendicular or parallel to the adjacent sidewalk. The landing may be covered or uncovered. Landscaping shall be placed on the sides of the stoop.
- ii) Stoops shall be designed according to the following dimensional requirements:

Dimensions	Min.	Max.
a Depth: Landing (clear)	4 ft.	10 ft.
b Width (clear)	4 ft.	10 ft.
c Height: floor above grade	12 in.	3 ft.
d Height: Fence or hedge	-	3 ft.



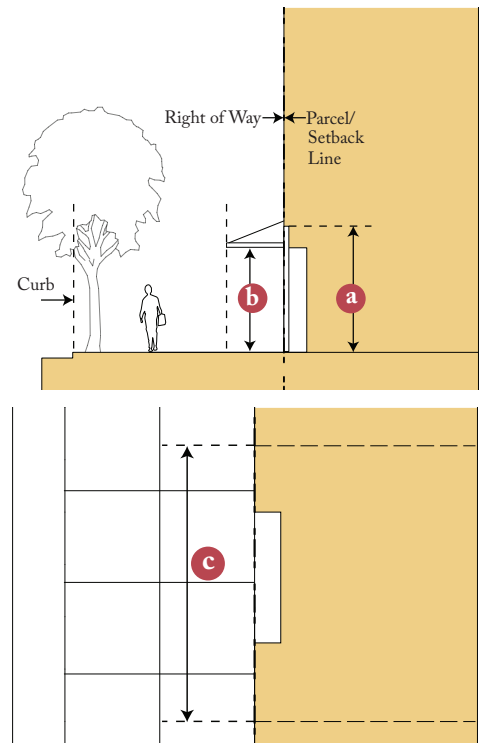
4.5Dv Shopfront

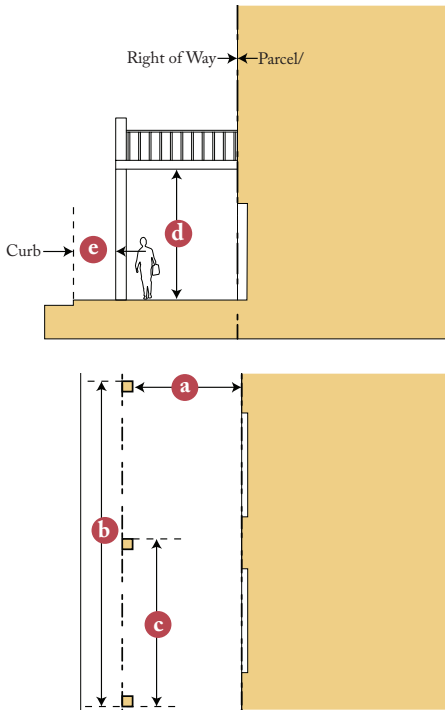
a) **Description:** Shopfronts are large openings in a building facade that are enclosed with large transparent windows and doors that provide direct, at-grade access to ground floor commercial/retail uses. The basic required architectural elements of shopfronts include large windows, doors with glass, transom windows, and a solid base (bulkhead). Optional elements include awnings, canopies, signage, lighting, and cornices.

b) Design Standards

- i) Storefront glass shall be clear without reflective coating or dark tinting. Lightly tinted glazing less than 15%, low emissivity, solar) is acceptable.
- ii) Shopfront shall be designed according to the following dimensional requirements:

Dimensions	Min.	Max.
a Height (clear)	10 ft.	16 ft.
b Distance to bottom of awning	8 ft.	10 ft.
c Width of storefront bay(s)	10 ft.	15 ft.
Glass area % of ground floor wall	70	90





4.5Dvi Gallery

- a) **Description:** Galleries are facades with ground floor colonnades that support a cantilevered shed roof or a deck that covers the sidewalk. Galleries contain ground floor storefronts, making them ideal for retail use. Railing on top of the gallery is only required if the gallery roof is accessible as a deck.
- b) **Design Standards**

- i) Along primary frontages, the Gallery columns shall correspond to Shopfront openings. Galleries shall be a minimum of two (2) bays wide.
- ii) Galleries shall be designed according to the following dimensional requirements:

Dimensions	Min.	Max.
a Depth (clear)	10 ft.	16 ft.
b Width (clear)	20 ft.	80 ft.
c Width: single bay (clear)	10 ft.	16 ft.
d Height (clear)	12 ft.	16 ft.
e Distance from face of curb (clear)	2 ft.	-



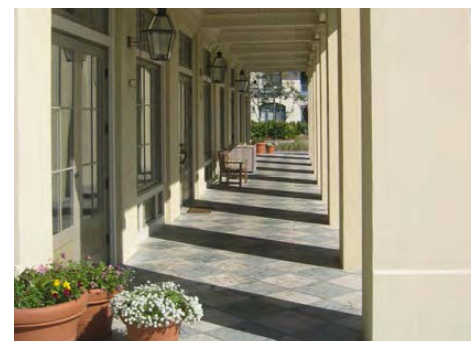
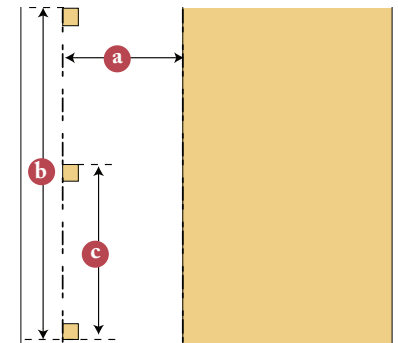
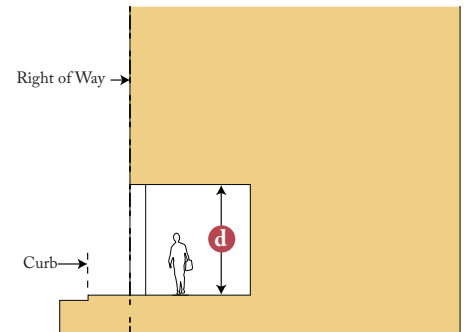
4.5Dvii Arcade

- a) **Description:** Arcades are facades with a ground floor colonnade that supports the upper stories of the building, or for one-story buildings, the roof. Arcades contain ground-floor shopfronts, making them ideal for retail or restaurant use, as the arcade shelters the pedestrian while shading the storefront glass, preventing glare that might obscure views of merchandise.

b) Design Standards

- i) Along primary frontages, the Arcade shall correspond to Shopfront openings. Arcades shall be a minimum of two (2) bays wide.
- ii) Arcades shall be designed according to the following dimensional requirements:

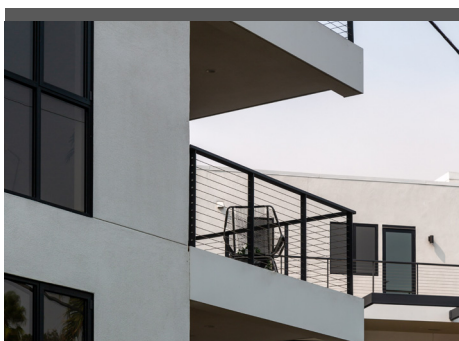
Dimensions	Min.	Max.
a Depth (clear)	10 ft.	16 ft.
b Width (clear)	20 ft.	80 ft.
c Width: single bay (clear)	10 ft.	16 ft.
d Height (clear)	12 ft.	16 ft.
e Distance from face of curb (clear)	2 ft.	-





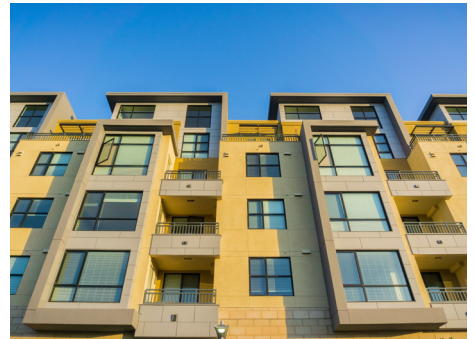
4.5Dviii Balcony

- a) **Description:** A platform enclosed by a wall or balustrade on the outside of a building, with access from an upper-floor door.
- b) **Design Standards**
 - i) Balcony design character, palette of materials, and approach to detailing shall be consistent and compatible with the building's style.
 - ii) Balconies of traditionally styled buildings shall have visible supports in the form of projecting beams or braces. Balcony railings on traditional buildings shall be made of wood, wrought iron, steel bar or tube faithfully simulating true wrought iron. Balconies on modern styled buildings may simply project. Modern buildings may also use galvanized or painted steel, aluminium, and cable railing components. Vinyl substitutes shall be avoided.



4.5Dix Bay Window

- a) **Description:** A large window or series of windows projecting from the outer wall of a building and forming a recess within.
- b) **Design Standards**
 - i) Bay windows shall be a maximum of ten (10) feet wide and shall have a height that is equal to or greater than their width.
 - ii) Bay windows shall be placed a minimum of two (2) feet from any building corner and a minimum of three (3) from any other bay window.
 - iii) Bay windows shall consist of at least 75% transparent fenestration.





4.5Dx

Awning

- a) **Description:** A cloth cover fastened to a building or structure and supported by a frame that is used to protect pedestrians from the sun or rain.
- b) **Design Standards**
 - i) Awnings shall be of a simple shed form, made of code-compliant fire-resistant canvas or materials of similar appearance; materials which are shiny, stiff, and synthetic shall be avoided.
 - ii) Each awning shall correspond to a storefront.
 - iii) Upper floor awnings may be provided. Each individual awning shall cover no more than one Shopfront or window opening. Signage is not permitted on upper floor awnings.
 - iv) Awnings shall be positioned so that signage is not obstructed.
 - v) Awning color(s) and pattern(s) shall be coordinated with the overall design of the building. As appropriate awning colors may vary between adjacent businesses.
 - vi) Internally illuminated and backlit awnings and any associated light diffusers are prohibited.

4.5Dxi

Canopy

- a) **Description:** A flat, metal awning that extends perpendicular from the building and parallel to the sidewalk. The canopy's frame is connected to the wall and spanned by a variety of materials, including metal lattice, glass, and metal slats.
- b) **Design Standards**
 - i) Canopies shall be of a simple form, made of metal and/or glass.
 - ii) Canopies shall be supported either from below by metal brackets, or from above by rods, wires, or chains that affix to the wall.
 - iii) Canopies may extend across multiple storefronts.
 - iv) Upper floor awnings may be provided. Each individual canopy shall cover no more than one window opening. Signage is not permitted on upper floor canopies.
 - v) Canopies shall be positioned so that signage is not obstructed.
 - vi) Canopies shall be coordinated with the overall design of the building; all canopies on a single building shall be consistent in their design, color, and material.



4.6 Land Uses

4.6A Allowable Land Uses

A parcel or building within the specific plan area shall be occupied by only the land uses allowed by Table D.3 within the zones specified within the Regulating Plan. Land uses are defined in Section 4.10B.ii (Glossary).

- a Use not listed. When a use is not specifically listed in Table D.3, the Planning and Community Development Director or his/her designee, shall have the authority to determine whether the proposed use is permitted based on the finding that the use is similar to, and no more detrimental than, those permitted in the zone. Uses not listed, or otherwise determined by the Planning and Community Development Director or his/her designee to be permitted, are prohibited.

4.6.B Permit Requirements

- a Permitted subject to compliance with all applicable provisions of this Development Code, and a Site Plan in compliance with Zoning Code Title 17. These are shown as “P” uses in the tables;
- b Allowed subject to the approval of a Conditional Use Permit in compliance with Zoning Code Chapter 17.70, and shown as “CUP” uses in the tables; and
- c Not allowed in particular zones, and shown as a “—” in the tables.

		Downtown Core	Main Street	Downtown Edge
1	Commerce, Manufacturing, Processing			
	Artisan/craft manufacturing, commercial kitchen printing and publishing	P	P	—
	Research and Development	P	P	—
	Warehouse and Distribution	—	—	—
	Personal storage facility	—	—	—
	Makers Space	P	P	P
2	Retail			
	Supermarket, home improvement center	P	P	—
	Neighborhood market, pharmacy	P	P	P
	Restaurants	P	P	P
	Retail businesses	P	P	P
	Retail Pop-Ups	P	P	P
	Restaurant with dancing, live entertainment, craft brewery and winery (including retail sales), nightclub	CUP	CUP	CUP
	Medical Marijuana cultivation, manufacturing, sales, delivery, and distribution	—	—	—
3	Services			
	Personal Services: Personal Services, such as barber and beauty shops, dry cleaning pick-up stores, home electronics and small appliance repair, nail shops - manicure, pedicure, and tailors	P	P	P
	Personal Services (restricted): Banquet facility/catering, accessory massage (licensed, therapeutic, and in conjunction with primary businesses such as day spa, beauty salon, barber shop or similar uses) and tanning salons	CUP	CUP	CUP
	Professional Services: Includes professional offices for banks, commercial art and design, counseling services, scientific and research organizations, media post production and news services, urgent care clinic, and medical clinic (doctor, dentist)	P	P	P
4	Accessory Commercial Uses			
	Drive-through facility	—	—	—
	Incidental entertainment	P	P	—

Table D.3. Land Use Table

		Downtown- Core	Main Street	Downtown Edge
	Outdoor cafe (Dining)	P	P	P
	Outdoor display	CUP	CUP	CUP
	Outdoor storage	—	CUP	—
5	Automobile Related			
	Vehicle Sales and associated vehicle service and parts	—	CUP	—
	Vehicle parts, maintenance, or repair, detailing, painting, service stations	—	—	—
	Drive-through establishments including car wash	—	—	—
6	Utility, Transportation			
	Mobility hub	P	P	P
	Parking facility (public or commercial)	P	P	—
	Utility Facilities and Infrastructure	—	CUP	CUP
	Wireless telecommunication facility	CUP	CUP	CUP
7	Residential Uses			
	Dwelling, single-family attached	—	—	P
	Dwelling, multi-family	P	P	P
	Live/work Unit	P	P	P
	Transitional housing	P	P	P
	Emergency shelter	—	—	—
	Lodging: Hotel, B&B inn	CUP	CUP	—
8	Accessory Residential Uses			
	Accessory dwelling unit	P	P	P
	Home occupation	P	P	P
9	Recreation, Education, Public Assembly			
	Museums, art galleries, and libraries	P	P	P
	Athletic club/gymnasium, religious facility, and recreational centers	CUP	CUP	CUP
	Open Space	P	P	P
	Studios for arts, dance, music, martial arts	P	P	P
	Health/fitness facility	CUP	CUP	CUP
	Community garden	—	P	P
	School, public	P	P	P
	School, private (trade schools, colleges)	CUP	CUP	CUP
	Theater, cinema, performing arts, outdoor community events	CUP	CUP	CUP
	Art lounges or theaters with alcohol sales	CUP	CUP	—
	Recreation, entertainment uses	CUP	CUP	—
	Bowling allies, billiards parlors, indoor racquetball/pickleball courts.	CUP	CUP	—
	Farmers market, certified	P	P	P
10	Other Uses			
	Alcohol sales (on-and off-sale outlets)	CUP	CUP	CUP
	Vending machine (regular and reverse)	P	P	P
	Secondhand stores	—	—	—
	Day care center — child	CUP	CUP	CUP

Key to Table

P	Permitted
CUP	Conditional Use Permit
—	Not Permitted

Table D.3. Land Use Table

4.7 Signs

4.7A Sign Standards

4.7A.1 Purpose

These sign regulations are intended to appropriately limit the placement, type, size, and number of signs allowed within the Downtown area, and to require the proper maintenance of signs. The purposes of these limitations and requirements are to:

- a Avoid traffic safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions;
- b Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of Downtown as a place to live, work, and shop; and
- c Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically designed and proportioned in relation to adjacent structures and the structures to which they are attached.

4.7A.2 Applicability

- a Section 4.7 applies to all signage within the Downtown Code boundaries except for the following which are subject to the requirements of Chapter 17.62 of the Municipal Code:
 - 1. Real estate signs, special event signs, directional signs; and
 - 2. Billboard or other off-premise sign regulated by Chapter 17.62.105 of the Municipal Code, and any sign located in the public right-of-way and installed or maintained by the City or by any other public entity having legal authority to maintain signs.
- b Applicability to sign content. The provisions of this Section do not regulate the message content of a sign (sign copy), regardless of whether the message content is commercial or noncommercial.
- c Sign permit requirements. Installation of signs shall require approval of a sign permit:
 - 1. Wall, window, awning/canopy, and sidewalk signs shall be processed ministerially by the Planning and Community Development Director; and
 - 2. All other sign types shall be subject to Chapter 17.62 of the Municipal Code.



4.7B Sign Types

Each proposed sign or existing sign to be modified shall be designed as one of the signage types allowed for the zoning district as identified in Table 4.4

Wall			Window			Awning/Canopy		
Core	Main Street	Edge	Core	Main Street	Edge	Core	Main Street	Edge
A sign that is painted or applied directly to the wall, typically above the shopfront or more creatively as approved by the City. This type consists of a single externally illuminated panel or individual letters including a logo and does not include cabinet signs. This type of sign is intended for viewing from across the street and along the sidewalk.			A sign that is painted or applied directly to the storefront window(s) and/or door(s). This type consists of individual letters, including a logo with allowances for contrasting background. This type of sign is intended for viewing from across the street and at close range.			A sign that is integrated to the awning or canopy above a shopfront. This type of sign may be located either on the valence face of the awning that faces the street or on the valence perpendicular to the building. Also included is a feature area on the main panel. For canopies, this type of sign is located on top of and along the front edge of the canopy. This type of sign is intended for viewing at close range.		

Table D.4. Sign Types



Sidewalk			Marquee			Projecting			Monument			Roof			Pole		
Core	Main Street	Edge	Core	Main Street		Core	Main Street		Core	Main Street		Core	Main Street		Core	Main Street	
																	
A two-sided, non-illuminated, portable sign that is placed outside of the shopfront on the adjacent sidewalk for viewing at close range. The sidewalk sign is intended for use by restaurants, cafes, other food-oriented businesses, theaters and other such activities.			A vertically-oriented two- to three-sided sign that projects from the facade over a sidewalk, public open space or other public right-of-way and may project above the building's parapet. This type of sign is intended for viewing along the sidewalk and down the street from the adjacent block.			A two-sided sign that projects over a sidewalk (public or private) or open space (public or private). This type of sign is intended for viewing at close range.			A sign that is located within front and side yards where the building is setback substantially from the sidewalk and the sign is to be viewed from a distance along the street. Wall-integral: Occurs as part of site-defining landscape, in the form of a low wall that may include a gateway that encloses outdoor dining or open space. Freestanding: Occurs as a freestanding sign subject to location and size limitations aimed at scale and compatibility with pedestrian frontages.			A sign that is for use on block-scale buildings at least 3 stories in height such as hotels, conference centers, and certain civic building. This type of sign is intended for viewing from a distance to help emphasize the identity and presence of a particular area as a whole and therefore, the signage is allowed to be more inventive.			A vertically-oriented sign that is detached from the main building, located along the primary frontage within the front setback, consisting of a structural support with the sign mounted at the top. This type of sign is for use on property that has a certain amount of street frontage and if intended for viewing from a distance to identify a business set back and not readily visible from the street.		



4.7B1 Wall Sign

1	Description A sign that is painted or applied directly to the wall, typically above the shopfront or more creatively as approved by the City. This type consists of a single externally illuminated panel or individual letters including a logo and does not include cabinet signs. This type of sign is intended for viewing from across the street and along the sidewalk.		
2	Size	Height	24 in. max.
		Width (as % of facade width)	60%
		Features (allowed beyond sign area)	6 ft. max.
3	Design Standard		
	a. Maximum of 1 wall sign per storefront bay along frontage of building; b. Multi-story buildings qualify for a building identification sign located on the uppermost story; c. Maximum thickness of sign as measured from the wall shall not exceed 4 inches; d. Minimum of 24 inches between sign and any opening or edge of the building facade; e. Minimum of 12 inches between sign and an eave or parapet; and f. If illuminated, individual letters required and shall be either internally illuminated or externally illuminated with decorative lamps mounted to maintain visual integrity of the sign.		

4.7B2 Window Sign

1	Description A sign that is painted or applied directly to the storefront window(s) and/or door(s). This type consists of individual letters, including a logo with allowances for contrasting background. This type of sign is intended for viewing from across the street and at close range.		
2	Size	Height	18 in. max.
		Width (as % of storefront width)	40%
		Features (allowed beyond sign area)	2 ft. max.
3	Design Standard		
	a. Maximum of 1 window sign per storefront; b. Minimum of 75% of window sign shall be independent of contrasting background; c. Sign inside the shop-space is not allowed within 4 feet of the window; and d. Storefront width is measured between walls or columns of at least 8 inches in width.		

4.7B3 Awning/Canopy Sign

1	Description A sign that is integral to the awning or canopy above a shopfront. This sign may be located either on the valence face of the awning facing the street or on the valence perpendicular to the building. Also included is a feature area on the main panel. For canopies, this type of sign is located on top of and along the front edge of the canopy. This type of sign is intended for viewing at close range.		
2	Size	Height awning valance	6 in. min.; 12 in max.
		Height canopy valance	2 ft. max.
		Width (as % of awning/canopy width)	75%
		Features (logo) for awning main panel	2 sq.ft.
		Feature (beyond canopy sign area)	3 sq.ft.
		Encroachment	within 2 ft. of curb
3	Design Standard		
	a. Maximum of 1 sign per awning / canopy; b. Each awning / canopy shall correspond to a storefront; c. The main panel of awnings shall only be used for a logo feature and shall not be for additional signage area; d. Internal illumination of awning(s) is prohibited; e. Canopy sign may extend up to 24 inches above the top of the canopy; and f. Encroachment permit required.		



4.7B4 Sidewalk Sign

1	Description		
	A two-sided, non-illuminated, portable sign that is placed outside of the shopfront on the adjacent sidewalk for viewing at close range. The sidewalk sign is intended for use by restaurants, cafes, other food-oriented businesses, theaters and other such activities.		
2	Size	Height	18 in. min.; 3 ft. max.
		Width	18 in. min.; 2 ft. max.
		Thickness on each side	4 in. max.
		Horizontal clearance from adjacent curb	18 in. max.
3	Design Standard		
	a. Maximum of 1 sign per business with a minimum distance of 25 feet from the nearest sidewalk sign;		
	b. Sign shall be vertically oriented and have no more than 2 sides;		
	c. Sign shall be placed as close as possible to the business storefront/edge of outdoor seating or along the street edge of the adjacent sidewalk;		
	d. Encroachment permit required within the r.o.w. Adequate pedestrian access shall be maintained; and		
	e. Materials shall not include vinyl or plastic. Lighting shall be from ambient sources.		

4.7B5 Marquee Sign

1	Description		
	A vertically-oriented two- to three-sided sign that projects from the facade over a sidewalk, public open space or other public right-of-way and may project above the building's parapet. This type of sign is intended for viewing along the sidewalk and down the street from the adjacent block.		
2	Size	Height single-story building	max. 35% of facade height
		Height multi-story building	max. 75% of facade height
		Height above eave or parapet	10 ft. max
		Width of each sign face (up to 3 max.)	20 ft. max
		Distance from wall	18 in.
		Thickness	4 in. max.
		Feature (allowed beyond sign area)	6 sq. ft.
		Encroachment	within 3 ft. of curb
3	Design Standard		
	a. Maximum of 1 marquee sign per building;		
	b. Sign shall be vertically-oriented and placed within the top half of single-story buildings and on the upper floor(s) of multi-story buildings; and		
	c. Encroachment permit required.		

4.7B6 Projecting Sign

1	Description		
	A two-sided sign that projects over a sidewalk (public or private) or open space (public or private). This type of sign is intended for viewing at close range.		
2	Size	Height	2 ft. max.
		Width	3 ft. max.
		Thickness	3 in. max.
		Feature (allowed-beyond sign area)	1.5 sq.ft.
		Vertical clearance from sidewalk	8 ft. min.
3		Encroachment	within 3 ft. of curb
		Design Standard	
		a. Maximum of 1 projecting sign per business along frontage;	
		b. If illuminated, shall not be internally illuminated cabinet sign;	
		c. Supporting hardware such as brackets shall be architecturally compatible with the building facade;	
		d. Not allowed under an awning or horizontally within 10 feet of another projecting sign; and	
		e. Encroachment permit required.	



4.7B7 Monument Sign

	Description		
	A sign within front and side yards where the building is setback from the sidewalk and the sign is to be viewed from a distance along the street.		
1	Wall-integral: Occurs as part of site-defining landscape, in the form of a low wall that may include a gateway that encloses outdoor dining or open space.		
	Freestanding: Occurs as a freestanding sign subject to location and size limitations aimed at scale and compatibility with pedestrian frontages.		
2	Size	Height of wall or freestanding panel	3 ft. min. 5 ft. max.
		Height of sign area	18 in. max.
		Width (freestanding)	2 ft. min., 7 ft. max.
		Thickness	18 in.
		Feature (allowed beyond sign area)	2 sq. ft.
		Distance from adjacent curb	5 ft. min.
		Encroachment into setbacks	within 3 ft. of property line
3	Design Standard		
	a. Wall-integral: Maximum 1 sign may be placed at each end of the wall if there is at least 50 feet between each sign;		
	b. Freestanding: Maximum of 1 sign and minimum of 75 feet horizontal separation from another monument sign;		
	c. Not allowed in any required visibility area, right-of- way, or private street;		
	d. Colors and materials shall match the building style and details; and		
	e. Lighting shall be from external or ambient sources.		

4.7B8 Roof Sign

1	Description A sign that is for use on block-scale buildings at least 3 stories in height such as hotels, conference centers, and certain civic building. This type of sign is intended for viewing from a distance to help emphasize the identity and presence of a particular area as a whole and therefore, the signage is allowed to be more inventive.		
2	Size	Height	7 ft. min., 15 ft. max. max.
		Length	10 ft. min., 30 ft. max.
		Thickness	18 in. max.
		Features (allowed beyond sign area)	25 sq.ft. max.
3	Design Standard		
	a. Maximum of 1 roof sign per building;		
	b. Minimum building height of 3 stories and minimum site frontage along primary street of 150 feet;		
	c. Signs shall not encroach into right-of-way or private street;		
	d. If illuminated, external illumination required and shall be mounted to maintain visual integrity of the sign; and		
	e. Supporting hardware such as brackets shall be architecturally compatible with the main building.		

4.7B9 Pole Sign

1	Description		
	A vertically-oriented sign that is detached from the main building, located along the primary frontage within the front setback, consisting of a structural support with the sign mounted at the top. This type of sign is for use on property that has a certain amount of street frontage and is intended for viewing from a distance to identify a business set back and not readily visible from the street.		
2	Size	Height to top of the sign	25 ft. max.
		Width of sign	15 ft. max.
		Height of sign area	10 ft. max.
		Thickness	12 in. max.
		Feature (allowed beyond sign area)	25 sq.ft.
		Distance from r.o.w.	min. 2 ft.
3	Design Standard		
	a. Maximum of 1 pole sign per site;		
	b. If illuminated, illumination shall maintain visual integrity of the sign; and		
	c. Supporting hardware such as brackets shall be architecturally compatible with the architectural style of the main building.		

4.8 Other Development Standards

4.8A Parking Design

4.8A.1 Applicability

- a **Parking required.** Every use, including change or expansion of a use, or structure, shall have appropriately maintained parking and loading spaces or areas in compliance with the regulations identified in this section.
- b **Number of parking spaces**
 - i **Off-Street Parking Spaces.** Off-street parking spaces shall be provided for each land use per the below standards:
 - a) Residential: 1 space per unit (minimum).
 - b) Residential Guest: 1 space for every 4 units (minimum)
 - c) Lodging: 1 space per room (minimum).
 - d) Live/Work: 1 space per unit under 1500 s.f.; if unit is greater than 1500 sq. ft.: 1 space for every 400 gross s.f.
 - e) Office, Retail, Civic: 1 space per 300 gross s.f. of building area.
 - f) Restaurants, Cafes, or similar: 1 space per 200 gross s.f. of building area.
 - c **On-Street Parking**
 - i On-street parking located along the development's frontage may be counted towards fulfilling the minimum number of spaces for the commercial component within the development up to twenty-five percent (25%) of the minimum required number of off-street parking spaces.
 - ii In no case shall on-street parking be used for meeting minimum residential parking requirements within a mixed-use development.
 - iii Where street parking spaces are counted toward meeting required on-site parking as allowed by this section, all such on street spaces must remain available for common use and not be exclusively assigned or reserved to any individual use.

4.8A.2 Parking Reduction Requirements

- a **Shared Parking**

Shared parking may be utilized as an effort to promote an overall reduction in parking. The amount of off-street parking required for a mixed use development may be reduced up to fifteen (15) percent as determined by the Planning and Community Development Director and approved by the Planning Commission when it can be demonstrated through a Parking Demand Study that sufficient parking is or can be met by the subject uses through a shared parking arrangement. Said study should explain the parking demands of the land uses within the development and how business practices or hours of operation impact the demand for parking at different times of the day.
- b **Waiver of Parking**

Any project site where it can be demonstrated that the land use thereon will not utilize the required number of parking spaces due to the nature of the specific land use, or the manner in which the specific land use is conducted, the number of parking spaces required may be reduced pursuant to the following:

 - i **Approval Required.** A parking reduction based upon low parking demand may be allowed upon the approval of a Low Demand Parking Reduction Agreement by the City.
 - ii **Alternate Parking Plan.** In approving a parking reduction, the City may require the preparation of an Alternate Off-Street Parking Plan, which demonstrates that additional parking spaces can be provided on-site, as necessary, to accommodate future land use changes or intensifications in land use. Furthermore, a restrictive covenant that runs with the land may be required by the City, which restricts the use of the subject property for the duration of the parking reduction.

- iii Low Demand Parking Reduction Agreement. A Low Demand Parking Reduction Agreement by and between the City, the applicant, and all other affected property owners, shall be executed and recorded with the County Recorder, which, at a minimum, shall:
 - a) provide confirmation that the parking supply proposed will be adequate during periods of maximum demand,
 - b) confirm that the parking demand is provided within a reasonable walking distance to the use it serves, and
 - c) identify parking management strategies that are necessary to ensure the availability of the necessary number of parking spaces for the duration of the current use and future users of the project site. The Low Demand Parking Reduction Agreement shall be subject to City Attorney review and approval as to form and content.
- iv Parking Analysis. The City may require the applicant to submit a parking analysis, prepared by a person/firm experienced in preparing such analyses, to assist the City in determining the appropriate reduction.

4.8A.3 Parking Design and Development Standards

Required parking areas shall be designed and constructed as follows. The standards of this Section may be modified by the review authority where it determines that alternative parking designs and standards will more appropriately relate to the operating characteristics of the proposed development or new land use, while being equally effective in providing parking areas that are safe, convenient, use land efficiently, and are aesthetically attractive.

- a Access to Parking
 - i Within the Specific Plan area, no new parking shall be placed between a building and a street, except where allowed adjacent to a side street in the residential zone.
 - ii Parking, including parking garages, shall be accessed from an alley or secondary frontage when possible. The opening of a parking lot or garage on a frontage shall not exceed two lanes in width.

- b Tandem Parking. Tandem parking may be allowed at the discretion of the City:
 - i Non-Residential Uses.
 - a) The use of tandem parking for non-residential uses shall require that the operator of the parking facility provide a valet or attendant at all times that the parking is accessible to users, except where the City determines that the nature of the use and its operation will not require attended parking.
 - b) Tandem parking shall be a maximum of two (2) parking spaces in depth.
 - c) Vehicle movements necessary to move cars parked in a tandem configuration shall not take place on any public street.
 - ii Residential Development. Tandem parking is allowed within multi-family projects and the residential component of mixed-use projects subject to the following standards:
 - a) Up to thirty (30) percent of the total required off-street parking spaces may be provided in a tandem configuration. The maximum number of spaces permitted in a tandem configuration refers to the total individual spaces, not the total number of tandem spaces. For example, if twenty (20) total residential spaces are required, three (3) tandem space with two (2) cars in the tandem space for a total of six (6) individual spaces may be provided.
 - b) Tandem parking shall be a maximum of two (2) parking spaces in depth.
 - c) Both tandem spaces shall be assigned to the same dwelling unit.
 - d) Vehicle movements necessary to move cars parked in a tandem configuration shall not take place on any public street.
 - e) Guest parking spaces shall not be provided in a tandem configuration.
 - f) When tandem parking spaces are used in private garages or other parking facilities with more than two (2) parking spaces, they shall be assigned and marked for resident use.
 - c Disabled Parking Spaces. Parking spaces for the disabled shall be provided in compliance with the requirements of State Law (California Administrative Code [Title 24, Part 2, Chapters 2B71]. Disabled spaces required by this Section shall count toward fulfilling off-street parking requirements.

d Loading Spaces

- i A minimum of one (1) off-street loading space shall be provided for every non-residential or mixed use building over 3,000 sq.ft. in gross area.
- ii Loading spaces shall be generally located at the rear of a building or along the alley when present in a fashion that allows for adequate maneuvering, loading, or unloading of vehicles without interfering with the orderly movement of traffic or pedestrians on the street.
- iii Off-street loading spaces may be striped "loading zone" by the City of Montebello as approved by the Planning and Community Development Director.

- e Parking space and lot dimensions. Parking lots and stalls shall be designed with the following minimum dimensions.

Angle of Parking	Length of Parking Stall	Width of Parking Stall	Aisle Width
60° or less (one-way)	18 ft	8.5 ft or 9 ft	18 ft
90° (one-way)	18 ft	8.5 ft or 9 ft	24 ft
90° (two-way)	36 ft	9 ft	24 ft
90° (tandem)			

- f Landscaping. Parking areas shall be landscaped in compliance with the following requirements.
- i Surface parking areas shall be planted with shade trees at a minimum ratio of one tree for every four spaces in an orchard planting arrangement.
 - ii Parking areas adjacent to a street or sidewalk shall be screened with landscaping and a decorative wall between 36 and 48 inches in height as approved by the review authority.
- g Lighting. Parking lot lighting shall comply with the following requirements:
- i Outdoor light fixtures shall be limited to a maximum height of 15 feet or the height of the nearest building, whichever is less.
 - ii Lighting shall be energy-efficient, and shielded or recessed. Each light fixture shall be directed downward and away from adjoining properties and public rights-of-way.



- h Surfacing. The City desires to reduce stormwater run-off and water pollution, and to allow for the replenishment of groundwater. For parking areas, the goal is to reduce the amount of run-off generating surface area. Therefore, permeable surfaces for parking and maneuvering areas are encouraged. Acceptable permeable surfaces include:
- i Pervious pavers (products such as Unipaver, Eco-stone and SF Rima or an approved equivalent).
 - ii Gravel, bark or grass when reinforced to provide adequate load-bearing (including geotechnical structures such as Invisible Structures' Grasspave and Gravelpave products, or an approved equivalent).
 - iii Other permeable surfaces may be approved by the Public Works Director.
- i Passenger Loading and Unloading Zones. On-street, curb-side passenger loading and unloading zones, including for transit network companies (such as Uber and Lyft) are permitted as approved by the Planning and Community Development Director.

4.8B Solid Waste Standards

4.8B.1 Purpose

A successful solid waste collection and removal strategy will include appropriate accommodations for the collection, storage, access, and removal of solid waste and recyclable materials from the project site. Early planning to meet this requirement is essential to avoid major redesign of the project during later design phases and to ensure compliance with the standards and requirements of this Section.

4.8B.2 Location, Access and Design Criteria

The location of all solid waste collection and/or storage spaces shall meet the following requirements:

- a To the extent possible, collection/storage locations shall be accessed from an alley. Where an alley is not present, collection/storage locations may be accessed from the street. Collection/storage locations for corner lots shall be accessed from the Side Street.
- b The collection/storage space shall be located to minimize visual, noise, and odor impacts to adjacent building occupants both on the subject lot and on adjacent lots.
- c Outdoor trash enclosures or collection rooms within a structure shall not be located on a street-facing facade of the structure. Outdoor trash enclosures shall not be located between the building faced and the street.
- d The design of outdoor trash enclosures and exterior facing elements of a collection/storage area attached to, or within a building/structure, shall complement the architectural features of the building or development that they serve. The incorporation of landscaping around trash enclosures is encouraged as part of a successful design. All outdoor trash enclosures shall include a solid roof to minimize or prevent spilled or trash contaminants from entering the stormwater system.
- e The property owner or manager shall maintain both the interior spaces and surrounding exterior areas and keep them clean and free of graffiti, trash, residue, debris, and leaks.

4.8C GHG Emissions Reductions Standards

The following design features shall be incorporated for all new development:

- a. Gas or propane fireplaces shall not be allowed in residential development.
- b. All residential development will provide outdoor electrical outlets to accommodate the use of electric landscape equipment.
- c. New development shall install at least one electric vehicle charging station on the specific project site, or through coordination with the City in other public parking areas within the City.

4.8D Other Municipal Code Standards

All other requirements of the Municipal Code not specifically provided in the Downtown Montebello Specific Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, the installation of underground utilities.



4.8E Landscape and Outdoor Lighting Standards

4.8E.1 Landscape Materials: Context appropriate landscaping shall be provided for each project and designed to achieve an attractive “urban” landscape setting. Landscaping is also instrumental in creating and delineating public and private spaces. Appropriate landscaping will depend on factors such as the setbacks, shape, size, and orientation of the building.

- a Proposed developments shall incorporate site amenities such as linear planting beds or seat walls, street furniture, enhanced paving surfaces, public art, lighting, etc, where appropriate. These features should be architecturally compatible with the styles, materials and colors of the principal building on the lot and those in the immediate area.
- b Plant species should be selected based on their suitability for an urban environment, for their cleanliness, and for their ability to survive in a healthy state despite constrained growing conditions. Ease of maintenance should also be considered.
- c The majority of plant materials shall consist of drought tolerant and/or native plants with minimum water requirements.
- d The use of canopy trees for shading and cooling is encouraged where appropriate, particularly in publicly accessible open spaces and plazas, to mitigate the urban heat island effect. Where canopy trees are used, site design should provide sufficiently sized tree pits or planting beds and appropriate planting medium to provide for healthy tree growth.
- e Decorative water features shall use re-circulating water and, where available, shall use recycled water.

4.8E.2 Sustainable Storm Water Management: The intent of this Downtown Specific Plan is to create an urban walkable community. When fully implemented, the development of the Downtown planning area will result in an urban setting characterized by commercial, residential, and mixed use buildings, and structured or underground parking on sites with minimal to no landscape areas available at grade. In some cases, buildings could approach 100 percent coverage of the site. As part of the development review process, developers and their landscape architects will need to focus on tailoring each project to provide stormwater treatment facilities that are functional and visually attractive and that avoid the use of surface infiltration basins, which are not conducive to an urban setting. In preparing mandated Water Quality Management Plans (WQMPs) the following design guidelines shall be considered and implemented to the greatest extent possible:

- a Consider the range of BMP alternatives for drainage, infiltration, and stormwater quality for the site, including drainage from roofs, plazas, courts, and any surface parking areas.
- b Utilize Low Impact Development (LID) design principles and practices to address infiltration of runoff through the use of:
 - i Pervious surfaces in lieu of impermeable surfaces in plazas, courtyards, and surface parking areas where technically feasible. Acceptable pervious surfaces include: landscaping; pervious pavers including pervious interlocking pavers and permeable concrete; etc.; as approved by the Planning and Community Development Director and Public Works Director.
 - ii Landscaped areas integrated into the drainage design where runoff can be directed into planters with subsurface features to further enhance storage or towards permeable surfaces where technically feasible. Amended soils shall be utilized where technically feasible to enhance infiltration, to provide water quality improvement, and to maintain healthy plant life.
- c Surface infiltration basins are not allowed, unless:
 - i They are accommodated within an active or passive park or open space that can be closed during flood events.
 - ii They are not visible from a street or public open space and they are in addition to the required on-site open space.

4.8E.3 Site Lighting

- a Site lighting should be shielded by permanent attachments to light fixtures so that light sources are not visible from a public way and to prevent off-site glare.

4.9 Administration

4.9A Review Authority

The standards and other requirements of this Development Code shall be administered and enforced by the Planning Division of the Montebello Planning and Community Development Department, the Planning Commission, and City Council in the same manner as the provisions of the City's Zoning Code.

- a Chapter 17.74 of the Municipal Code specifies standards for Site Plan Review application. The following types of applications shall be reviewed and acted upon by the identified body or individual:
 - i. Ministerial Applications: The Planning and Community Development Director review shall be the Review Authority for ministerial applications as listed in Table 4.5.
 - ii. Discretionary Applications: Discretionary application shall be reviewed as listed in Table D.5.

4.9.B Minor Deviations

- a A Minor Deviation permits a design solution that is not consistent with a specific provision of this Development Code, but is justified by its ability to fulfill this Specific Plan's intent while not compromising its vision and intent.
- b All development standards within this Development Code may deviate up to a maximum of ten percent (10%).
- c Minor Deviations are subject to Planning and Community Development Director review prior to Planning Commission consideration.

4.9.C Compatibility and Architectural Review

For the purposes of maintaining consistency with this Specific Plan; establishing a high standard of architectural quality and design variety; and maintaining compatibility with adjoining properties, all development applications within the Downtown Specific Plan area will be subject to an external peer review. Such a review will be conducted by an architect, urban designer, or planner in private practice, as chosen by the review authority (City). The review authority shall establish fees and procedures for such review.

	Planning and Community Development Director	Planning Commission	City Council
Ministerial			
Zoning clearance	Approve		
Outdoor dining in r.o.w.	Approve		
Outdoor display	Approve		
Discretionary			
Site plan (Design Review)	Final Decision	Review Appeal	Review Appeal
Conditional use permit (CUP)		Final Decision	Review Appeal
Zoning change		Recommend	Final Decision
Subdivision		Final Decision	
Variance		Final Decision	Review Appeal
Specific Plan Amendment		Recommend	Final Decision

Table D.5 Review Authority.

4.9D Treatment of Potential Historic Resource

- a Prior to completion of the Historic Resource Survey, applications for all demolition permit and development proposals involving structures over 50 years in age will include a historic, technical assessment or "Phase I" prepared by a City-designated historic professional.
- b Upon reviewing a "Phase I" historic assessment, the Planning and Community Development Director may request additional documentation in the form of a Phase II study.
- c Planning and Community Development Department staff shall evaluate the Phase I and/or Phase II to determine whether the application involves a Historic Resource as defined by CEQA.
- d If the Director determines a potential Historic Resource is present, but not formally designated as a landmark or already on a State or Federal register, the development proposal shall be reviewed by the Planning Commission for compliance with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties.

4.10 Glossary

4.10A Purpose

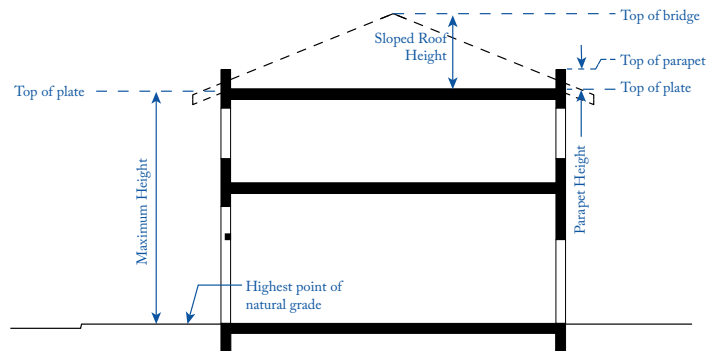
This Section provides definitions of terms and phrases used in this Development Code that are technical or specialized, or that may not reflect common usage. If any of the definitions in this Section conflict with definitions in the Zoning Code or other provisions of the Municipal Code, these definitions shall control for the purposes of this Development Code. If a word is not defined in this Section, or in other provisions of the Montebello Municipal Code, the Planning and Community Development Director shall determine the correct definition.

4.10B Definitions of Specialized Terms and Phrases

As used in this Development Code, each of the following terms and phrases shall have the meaning ascribed to them in this Section, unless the context in which they are used clearly requires otherwise.

4.10Bi Definitions of General Terms

Access, Building	The physical point(s) and type of pedestrian access to a building from the public sidewalk. Also see building access.
Access, Site	The physical point(s) of vehicular access from a street or other right-of-way to a site.
Access, Lot	The physical point(s) of access to an individual lot for vehicles and pedestrians from a street, other right-of-way or sidewalk.
Accessory Structure	A subordinate building such as garages, carports, storage sheds, shelters, pools or similar structures, the use of which is incidental to that of the main building (residential, commercial, or industrial) on the same lot and/or building site.
Alley	A low capacity thoroughfare with one shared lane and no parking lanes, designed and intended for service and/or secondary access purposes.
Block	All property fronting on one side of a street between intersecting and intercepting streets, or between a street and a right-of-way, end of an existing cul-de-sac, or city boundary.
Block-scale Building	The physical appearance when a building by its physical length and overall size is massed and organized to be larger than a house in its footprint.
Building Access	Buildings are accessed in either of two ways: walk-up or point access. Walk-up access means when an individual suite or dwelling is accessed by the pedestrian directly from a public sidewalk or private open space directly accessed by the public sidewalk. House-scale buildings are accessed only by walk-up access. Point access means when individual suites or dwellings are accessed by the pedestrian through a common lobby. Block-scale buildings are accessed by either walk-up or point-access, or through a combination of the two.
Building Accessory	Building(s) which are in support of the main building on the lot and subject to the building placement standards for accessory buildings.



Building Height	The vertical extent of a building measured in stories to the eave of the highest story, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flues, and similar structures. Building height shall be measured from the average grade of the fronting thoroughfare.
Building Type	A structure defined by the combination of configuration, placement and function. • Mixed-Use Block. A building designed for occupancy by retail, service, and/ or office uses on the ground floor, with upper floors also configured for service, office, and/or residential uses as allowed by each zone's use requirements. The upper floor may be accessed directly from the street via a stair or through a street-level lobby. • Court. A group of attached dwelling units arranged to share one or more common courtyards, with pedestrian visitor access taken from the courtyard, Front Street, and/or Side Street. The courtyard is intended to be a semi-public outdoor area that is visible from and accessed from the Primary Street. Courtyard buildings may accommodate housing as well as ground floor commercial uses in either a live-work configuration or as commercial/ retail space that directly faces the Primary Street, if and as allowed by the zone. • Liner. A building that conceals a larger building such as a public garage, theater, or "big box" store that is designed for occupancy by retail, service, and/or office uses on the ground floor, with upper floors also configured for those uses or for residences.

Building Type
(continued)

- Rowhouse. Two or more detached two- or three-story dwellings arrayed side by side with zero lot line side setbacks. The building is located at the front of the lot, with the garage at the rear of the lot, separated from the primary building by a rear yard. An integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-family or multi-family, that has been designed or structurally modified to accommodate joint residential occupancy and work activity.
- Stacked Dwelling. A building comprised typically of single-floor dwellings usually accessed from a central lobby that provides access to individual units via corridors. Ground floor dwellings facing the street may additionally take direct access via stoops or semi-private dooryards.
- Flex Shed. A building designed for occupancy by light manufacturing, workshop, and warehouse uses.
- Live-work. An integrated housing unit and work space, occupied and utilized by a single household in a structure, either single family or multi-family, that has been designed to accommodate ground floor work uses and ground floor and/or upper floor residential uses.
- Quad/Triplex/Duplex. Duplexes, triplexes, and quadplexes are multiple dwelling forms that are architecturally presented as large single family houses. Each dwelling unit is accessed directly from the street.
- Single-family residence. A structure occupied by one primary residence that also accommodates commercial uses as allowed.
- Carriage House. A Carriage House is an attached or detached residence, also known as an accessory dwelling, which provides complete independent living facilities and which is located or established on the same lot on which a single-family residence is located. Such dwellings may contain permanent provisions for living, sleeping, eating, cooking, and sanitation.

Civic	The term defining not-for-profit organizations dedicated to the arts, culture, education, government, transit and municipal parking facilities.
Civic Building	A structure operated by governmental or not-for-profit organizations and limited to civic uses.
Civic Space	An outdoor area dedicated for civic activities.
Courtyard	An unroofed area that is completely or partially enclosed by walls or buildings.
Driveway	A vehicular lane within a lot, or shared between two lots, usually leading to a garage, other parking or loading area.
Encroachment	Any architectural feature or structural element, such as a fence, garden wall, porch, stoop, balcony, bay window, terrace or deck, that breaks the plane of a vertical or horizontal regulatory limit extending into a setback, beyond the build-to-line, into the public frontage, or above a height limit.
Frontage	A strip or extent of land abutting a thoroughfare, civic space or other public right-of-way. a. Frontage, Private. The area between the building facade and the shared lot line between the public right-of-way and the lot. b. Frontage, Public. The area between the curb of the vehicular lanes and the edge of the right-of-way.
House-scale	The physical appearance when a building is massed and organized similar to a single-family house.
Infill	A site developed within existing urban fabric, balancing, completing and/or repairing the surrounding area.
Lot	A parcel of real property shown on a plat recorded in the office of the county recorder.
Massing	The overall shape or arrangement of the bulk or volume of buildings and structures.
Overlay	The method for addressing additional topics such as certain types of commercial frontage.
Parapet	A low wall along the edge of a roof or the portion of a wall that extends above the roof line.
Parkway (planting strip)	The landscaped area between the sidewalk and the curb which is reserved for trees which are intended to shade the sidewalk and provide spatial definition to the streetscape.

Paseo	A public place or path designed for walking that is often within a block, between buildings or along the edge of a public open space.
Pedestrian Shed	An area centered on a major destination. Its size is limited by an average distance that may be traversed at an easy walking pace in a given amount of time from its center to its edge. Pedestrian sheds are useful for planning walkable areas.
Podium	A continuous projecting base or pedestal under a building.
Setback	The area of a lot measured from a lot line to a building facade or elevation that must be maintained clear of permanent structures excepting galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first floor level) which are permitted to encroach into the setback.
Setback line, front yard (front-age zone).	The line which defines the depth of the required front yard for the lot to generate and support the intended public realm of the zoning district.
Setback line, rear yard or side yard.	The line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the zoning district.
Story	A habitable level within a building from finished floor to finished ceiling.
Non-conforming Buildings	A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.
Non-conforming Use	A land use lawful when established but which does not conform to subsequently established zoning regulations.
Yard	The area between the Buildable Area on a lot and a lot line. a. Yard, Front. The area between the Buildable Area on a lot and the front lot line. b. Yard, Side. The area bounded by the Building Area on a lot, a side lot line, the front lot line and the rear lot line. c. Yard, Rear. The area between the Buildable Area on a lot and the rear lot line.

4.10B.ii Definitions Of Land Use Terms

Art Gallery	A building or space, accessible to all, for the display or production of art from or for a public or private art collection typically having public or private ownership. Art galleries may have some limited restrictions in place.
Auto Service Station	Retail sale, from the premises, of vehicle fuel which may include the incidental sale of other petroleum products, tires, batteries, and replacement items, and the incidental minor repairs and lubricating services.
Bank/Financial Services	Financial institutions, including, but not limited to: banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, other investment companies, securities/commodity contract brokers and dealers, security and commodity exchanges, and vehicle finance (equity) leasing agencies. Does not include check-cashing stores.
Civic Building	A building that is operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking.
Cultural Institution	A nonprofit institution engaged primarily in the performing arts or in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance and events, museums, art galleries, and libraries.
Day Care Center	Any child day care facility, licensed by the State of California, other than a family day care home, and includes infant care centers, preschools, and extended day care facilities.
Display, Outdoor	Refers to the use of outdoor space in which goods are placed outside a building for display or sale purposes, and in conjunction with permanent commercial uses located inside adjacent buildings.
Drive-through Services	Facilities where food or other products may be purchased or services may be obtained by motorists without leaving their vehicles. Examples of drive-through sales facilities include fast-food restaurants, drive-through coffee, photo stores, pharmacies, bank teller windows and ATMs, dry cleaners, etc., but do not include gas station or other vehicle services.
Dwelling	A room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis.
Dwelling Accessory	An auxiliary dwelling unit located within an accessory structure of a primary dwelling on the lot. Includes, but is not limited to dwelling units in guest houses, pool houses and carriage houses, above or beside a garage.

Fitness Studio	Establishments offering individual or small group physical exercises and health-related fitness activities, including, but not limited to, yoga, meditation, pilates, aerobics, martial arts, and self-defense training in facilities under 25,000 square feet.	Medical Services, Clinic	A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: medical offices with five or more licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories. Counseling services by other than medical doctors or psychiatrists are included under “Offices - Professional.”
Group Homes	A dwelling in which persons reside in a group occupancy setting, but not including a hotel, motel, fraternity, sorority, rooming and/or boarding house. Residents of a facility may also receive medical treatment in addition to any non-medical supportive services in a residential or congregate care setting, as opposed to a hospital.	Medical Services, Doctor’s Office	A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates no more than four licensed primary practitioners (for example, chiropractors, medical doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. A facility with five or more licensed practitioners is instead classified under “Medical Services – Clinic, Urgent Care.” Counseling services by other than medical doctors or psychiatrists are included under “Office – Professional.”
Health/Fitness Facility	Establishments offering participant sports within an enclosed building. Typical uses include health or fitness clubs larger than 25,000 square feet, indoor ice- or roller-skating rinks, indoor skate parks, indoor batting cages, and other recreational sports or fitness activities not expressly listed within “Table D.3. Land Use Table.”	Meeting Facility	Consisting of group gatherings conducted indoors. Typical uses include churches, synagogues, mosques, temples, bingo halls, private clubs, fraternal, philanthropic and charitable organizations, and lodges. Does not include theaters.
Home Occupation	Residential premises used for the transaction of business or the supply of professional services. Home occupation shall be limited to the following: agent, architect, artist, broker, consultant, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, and other similar occupations, as determined by the Director. No external employees are allowed.	Neighborhood market/convenience store	A neighborhood serving retail store of 5,000 square feet or less in gross floor area, which carries a range of merchandise oriented to daily convenience shopping needs.
Home Office	Residential premises used for the transaction of business or the supply of professional services which employ up to three external employees. Home office shall be limited to: agent, architect, artist, broker, consultant, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, and other similar occupations, as determined by the Director.	Offices —Professional	Office-type facilities occupied by businesses that provide professional services, or are engaged in the production of intellectual property. Examples of these uses include: accounting, advertising agencies, attorneys, commercial art and design services, counseling services, urgent care clinic, and medical clinic, scientific and research organizations, financial management and investment counseling, literary and talent agencies, management and public relations services, media postproduction services, news services, and photography studios.
Hotel, Motel	Establishments containing six or more rooms or suites for temporary rental and which may include incidental food, drink, and other sales and services intended for the convenience of guests.	Parking Facility, Public or Private	Parking lots or structures operated by the City or a private entity, providing parking either for free or for a fee. Does not include towing impound and storage facilities.
Maker Space	A makerspace is a collaborative workspace inside a public or private facility for making, learning, exploring and sharing that could utilize high tech equipment and tools to limited or no equipment and tools. These spaces are open to kids, adults, and entrepreneurs and have a variety of maker equipment including 3D printers, laser cutters, CNC machines, hand tools, audio-visual equipment, soldering irons and sewing machines. A makerspace, however, doesn’t need to include all or any of these machines to be considered a makerspace. One of the primary goals of the makerspace is to allow for the creative expression of tangible objects and activities.	Personal Services	Establishments providing non-medical services for the enhancement of personal appearances, cleaning, alteration, or reconditioning of garments and accessories, and similar non-business related or non-professional services. Typical uses include reducing salons, barber shops, tailors, shoe repair shops, self-service laundries, and dry cleaning shops, but exclude uses classified under the Office and Trade School.

Personal Services (Restricted)	Personal services that may tend to have adverse effects upon surrounding areas and which may need to be dispersed to minimize their adverse impacts. Examples of these uses include: bail-bonds, check cashing stores, massage (licensed, therapeutic, non-sexual), pawnshops, spas and hot tubs for hourly rental, tattoo and body piercing services, and tanning salons.	School	Elementary, Middle, Secondary. A public or private academic educational institution, including elementary (kindergarten through 6th grade), middle and junior high schools (7th and 8th grades), secondary and high schools (9th through 12th grades), and facilities that provide any combination of those levels. May include any of these schools that also provide room and board.
Production, Artisan	Establishments primarily engaged in on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale equipment.	School — Business, Trade Schools, Colleges	A school that provides education and/or training, including tutoring, or vocational training, in limited subjects. Examples of these schools include art school, ballet and other dance school, business, secretarial, and vocational school, computers and electronics school, drama school, driver education school, establishments providing courses by mail, language school, martial arts, music school, professional school (law, medicine, etc.), seminaries/religious ministry training facility.
Restaurants	A commercial establishment where food is prepared for and served to the customer, for consumption on or off the premises. It shall be operated as a bona fide eating place that maintains approved and permitted suitable kitchen facilities within the establishment, thereby making actual and substantial sales of meals. A restaurant may provide entertainment for the customer by performers of the arts (music, dance, comedy, readings, etc.), and differs from a Night Club in that it does not provide floor space for customer dancing and dancing is prohibited. A restaurant differs from a Tavern because it must prepare and serve food at all times during business hours and the sale of alcoholic beverages is secondary to the sale of food. As allowed by the Downtown Code, a restaurant may operate on the sidewalk or open space adjacent to the main building in which the restaurant is located.	Studio — Art, Dance, Martial Arts, Music (School)	Small scale facilities, typically accommodating no more than two groups of students at a time, in no more than two instructional spaces. Examples of these facilities are individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. Larger facilities are included under the definition of “Schools. Business, Trade Schools, Colleges.”
Retail	Stores and shops engaged in the sale of goods and merchandise such as antiques or collectibles, art galleries, art supplies, including framing services, bicycles, books, magazines, and newspapers, cameras and photographic supplies, clothing, shoes, and accessories, department stores, drug stores and pharmacies, dry goods, fabrics and sewing supplies, florists and houseplant stores, hobby materials, jewelry, luggage and leather goods, musical instruments, parts and accessories, orthopedic supplies, small wares, specialty shops, sporting goods and equipment, stationery, thrift shop (second hand store), toys and games, variety stores, videos, DVDs, records, CDs, including rental stores.	Supermarket	A grocery market having 15,000 or more square feet of floor area devoted principally to the sale of food.
Retail Pop-Up	A retail shop or store that is deliberately temporary in providing a lease for a limited period to achieve a particular retail goal and is typically set up in areas with high foot traffic such as busy streets, malls, and city centers.	Taverns	An establishment whose primary business is the sale of alcoholic beverages to customers for consumption on the premises. This does not include on-site manufacturing of alcoholic beverages. While a Tavern may have facilities for performers of the arts (music, comedy, etc.) for the entertainment of the customer, it differs from a Night Club in that customer dancing is prohibited. A Tavern differs from a Restaurant in that it is not required to prepare and serve food.



E Implementation

The Downtown Montebello Specific Plan vision, guiding principles, policies, actions, and development code will drive: budget priorities; capital investments; and operational decisions.

Downtown Montebello Specific Plan Consistency in Implementation: The Downtown Montebello Specific Plan serves as a tool to align City decisions and actions with the General Plan and community's vision for the Downtown area. The Downtown Montebello Specific Plan will be implemented through municipal policy decisions, ordinances and regulations, and future actions that are consistent with the Downtown Plan.

Conformance with the Downtown Montebello Specific Plan will be assessed for public and private investment items placed on the agenda before the City Council and Planning Commission. This Section describes the steps and actions to implement the Downtown Montebello Specific Plan based on collaboration with community members, City decision makers, and City Staff. The Downtown Montebello Specific Plan guides decision-making, therefore it must be updated periodically and provide accountability for implementing it over time.

Forge a Healthy Private/Public Partnership: The City will need to develop robust partnerships with Downtown businesses, residents and other public agencies to fully implement the vision outlined for Downtown Montebello. The City can combine its efforts with private sector efforts to improve public service delivery, manage public sector assets, or leverage private sector investment. By expanding the role of the private sector, the City can use its technical, management, and financial resources in creative ways

to achieve objectives of the Downtown Montebello Specific Plan. These partnerships will be crucial to ensuring the most important actions are being implemented, and the most pressing community needs are being addressed.

Most actions include one or more City Departments. In some cases, however, the action is entirely within the private or non-profit sector. The Lead for an action item represents the agency or partner most likely to take a leadership role in the measure. The leadership may shift to a new department depending on circumstances needed for the issue, and resources available at the time.

Establish Business Improvement Districts: One of the leading ways the private/public process is implemented is through business improvement districts (BID). The BID is the quasi-government for the downtown, the “keeper of the flame” of the downtown vision and strategy. A downtown BID is funded by property owners who voluntarily increase their property taxes to pay for BID functions. The BID’s operational role is usually (1) increasing the perceived and actual safety of downtown; (2) making the place cleaner; (3) creating festivals and events to encourage suburbanites to come downtown, and; (4) improving downtown’s image. The BID acts as downtown’s management team—ensuring its many complex elements work together to create a safe, attractive, unique, and well-functioning place.

Time frames: The Downtown Montebello Specific Plan is designed to be implemented over the next 20 years (2024—2044) by residents, business and property owners, non-profit organizations, community groups, city and county agencies, and elected and appointed officials. Some actions are straightforward and relatively easy to achieve, others will demand significant investment of time and resources and will require steadfast commitment on numerous levels.

Each action includes a time frame, within which the action should be carried out. These are intended to provide a general sense of how long it will take to implement the action.

Ongoing	Some actions require continuous monitoring or effort. These are identified as ongoing actions.
Immediate	Begin work immediately.
Short term	Begin work within 1 to 4 years.
Mid term	Begin work within 4 to 8 years.
Long term	Begin work within 8 to 10 years.

At the time of adoption, the time frames set in the Downtown Montebello Specific Plan and the city’s approved Capital Improvement Program may not be in complete agreement. Over time, a stronger link should be established so that the two documents are synchronized and eventually are in full agreement.

Periodic Progress Report and Updates: Periodically a monitoring report will be prepared and presented to the Montebello Planning Commission and City Council. This report will review the progress made in implementing the Downtown Montebello Specific Plan. This is a vital part of keeping the Downtown Montebello Specific Plan implementation process open, transparent, and responsive. The public will be kept up to date as implementation actions are completed over time, i.e., checking off completed actions and reprioritizing remaining actions, reporting back to elected and/or appointed officials regarding progress, and periodically updating the plan. Providing regular updates on implementation actions and opportunities to participate in implementation activities are ways to engage the community on an ongoing basis.

Funding and Resources: Given the constrained fiscal environment and competing priorities under that are typical of local governments, identifying funding, staffing, and other resources are critically important for successful implementation. It is particularly important to establish their availability for short-term actions that generate momentum for further progress. However, financial feasibility should not constrain the ambition and potential of the Downtown Montebello Specific Plan to realize the community vision and goals. The strong plan with a compelling vision can be used to secure grants, philanthropic funding, leverage resources from external partners, and attract private investment.

Some actions may not be feasible in the short term, but could have a high impact if resources become available in the future.

The cost estimates are identified into three categories:

- Actions primarily involving internal staff time with limited outside funding required (\$);
- Actions requiring outside consulting services or relatively minor (\$100,000 to \$1 million) investment in infrastructure or project development (\$\$);
- Actions requiring significant investment in infrastructure or project development (\$\$\$).

Potential funding sources are identified for each action item.

FUNDING SOURCES

To carry out the actions recommended in this Plan, a variety of Federal, State, regional, local, and private funding sources have been identified:

FEDERAL

Community Development Block Grant

This fund accounts for activities of the Community Development Block Grant received from the U.S. Department of Housing and Urban Development, including monies received from this agency as part of the federal stimulus program.

Low Income Housing Tax Credit

The Low Income Housing Tax Credit (Housing Credit) is designed to encourage private sector investment in the new construction, acquisition, and rehabilitation of rental housing affordable to low-income households. The Housing Credit offers a dollar-for-dollar reduction in a taxpayer's income tax liability in return for making a long-term investment in affordable rental housing. State agencies award Housing Credits to developers, who then sell the Credits to private investors in exchange for funding for the construction and rehabilitation of affordable housing. The 4% tax credit (30% subsidy) is for the acquisition of existing buildings for rehabilitation and new construction financed by tax-exempt bonds. The 9% tax credit (70% subsidy) is usually for new construction and substantial rehabilitation without federal subsidies.

National Endowment for the Arts Grants for Arts Projects

The NEA Grants fund institutions whose projects are vehicles for any of the following: the portfolio of American Art is expanded, Americans throughout the nation experience art, and Americans of all ages acquire knowledge or skills in the arts, and American communities are strengthened through the arts.

Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.

STATE

Enhanced Infrastructure Financing District (EIFD)

An EIFD is a governmental entity established by a city that carries out a plan within a defined area (boundaries of which do not need to be contiguous) to construct, improve and rehabilitate infrastructure; construct housing, libraries, and parks; remediate brownfields, etc.

Active Transportation Program (ATP)

ATP taps both state and federal funds for bike and pedestrian projects across California. The program allows cities to compete for grants to build bicycle/pedestrian paths, install bike racks, and other projects or programs that make walking or biking easier, safer and more convenient.

Caltrans Transportation Planning Grant

The Caltrans Sustainable Transportation Planning Grants seek to fund projects that ensure consideration of sustainability, preservation, mobility, safety, innovation, economy, health, and equity in transportation planning.

California Strategic Growth Council (CSGC)

The CSGC provides grants to cities to promote sustainable community planning and natural resource conservation. The grant program supports development, adoption, and implementation of various planning elements in three focus areas: Local Sustainable Planning, Regional SB 375 Plus, and Regional Planning Activities with Multiple Partners.

California Arts Council (CAC)

CAC offers grants as well as provides a great resource to search for other grants by applicant type and field.

Proposition 68

Authorizes \$4 billion in general obligation bonds for: creation and rehabilitation of

state and local parks, natural resources protection projects, climate adaptation projects, water quality and supply projects, and flood protection.

Proposition 41

Authorizes \$600 million in general obligation bonds for affordable multifamily supportive housing to relieve homelessness, affordable transitional housing, affordable rental housing, or related facilities for veterans and their families.

Highway Users Tax Account (HUTA)

The HUTA, also known as the Gas Tax, can be used for any street or road purpose including new construction, bikeways, curbs, landscaping, signs, signals etc.

REGIONAL

Prop A

The Proposition A requires that Local Return (LR) funds be used exclusively to benefit public transit. Expenditures related to fixed route and paratransit services, Transportation Demand Management, Transportation Systems Management and fare subsidy programs that exclusively benefit transit are all eligible uses of Proposition A LR funds. Proposition A LR funds may also be traded with other Jurisdictions in exchange for general or other funds.

Prop C

The Proposition C directs that Local Return funds also be used to benefit public transit, and provides an expanded list of eligible project expenditures including Congestion Management Programs, bike-ways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects.

Measure M

Measure M was approved by the voters of Los Angeles County in 2016 to improve
Part E: Implementation 121

transportation and ease traffic congestion consistent with the Los Angeles County The Measure M Ordinance specifies that Local Rebuild funds be used exclusively for transportation purposes.

Measure R

Measure R is a half-cent sales tax increase to fund mass transit projects in the county like new light rail lines,

Measure W

Los Angeles County Stormwater Fee

Transportation Development Act Article 3 Fund

Transportation Development Act Article 3 (TDA 3) provides funding annually for bicycle and pedestrian projects.

AQMD Program

The AB 2766 Motor Vehicle Subvention Program is a funding source for cities to encourage the development of measures or projects that result in the reduction of motor vehicle emissions. Projects include alternate fuels/electric vehicles, vehicle emissions abatement, land use strategies that encourage people to walk, bike or use public transit, traffic management, transportation demand management, effective bike expenditures, PM reduction strategies, and public education.

SCAG Sustainable Planning Grant

The Southern California Association of Government (SCAG) offers direct funding of innovative planning initiatives for member cities through the Sustainability Planning Grants program. The Sustain-

ability Planning Grants Program provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts that enable implementation of the regional Sustainable Communities Strategy. Grants are available in the following three categories:

Integrated Land Use – Sustainable Land Use Planning, Transit Oriented Development (TOD) and Land Use & Transportation Integration;

Active Transportation – Bicycle, Pedestrian and Safe Routes to School Plans;

Green Region – Natural Resource Plans, Climate Action Plans (CAPs) and Green House Gas (GHG) Reduction programs.

Local

Capital Improvement Program (CIP)

The CIP identifies all of the major projects to be undertaken to improve facilities and infrastructure within the city. During the fiscal year, a separate CIP document that reflects the current year program and proposes a program of prioritized projects for the next four to five years is prepared. City Departments submit all proposed projects in the foreseeable future, along with their best cost-estimate. The request includes the year a project will commence, any funding sources that may be available with either future sources or ones which might have been previously designated, justification for the project, and on-going costs expected to occur after the project has been completed. The CIP budget team then compiles the information and presents a draft CIP program to the City Council. Projects are prioritized, based on City Council and staff input.

General Fund

The General Fund is the City’s largest single fund type used to account for basic City services such as police, fire, public works, parks and recreation, community development, information technology, and general administration. The two major sources of revenue are property and sales taxes. For the 2023-2024 budget, the breakdown is as follows:

Total Revenue [\$XX,XXX,XXX.]

Sales Tax [\$XX,XXX,XXX] or [XX%] of the total.

Property Tax [\$XX,XXX,XXX] or [XX%] of the total.

Property Business Improvement District

A Property and Business Improvement District (PBID) is a mechanism of funding improvements through assessments to businesses and real property within the established PBID boundaries. Under the Property and Business Improvement District Law of 1994, revenues from PBID assessments may be used to fund capital improvements and maintenance costs for projects such as parking facilities, street furniture, public restrooms, art, parks, street and streetscape enhancements, and plazas. A PBID formation petition, which is initiated by property owners, requires the signature of more than 50 percent of the property owners, weighted by assessment liability.

Park Dedication Fees

The City receives fees from developers to fund recreation facilities. These funds are used for qualified recreational purposes throughout the City.

Various Grant Funds

Various Federal, State, and regional grant programs distribute funding for public improvements. Because grant programs are typically competitive, grant funds are an unpredictable funding source.

Developer Contributions

Development Impact Fee

The City charges one-time impact fees on new private development to offset the cost of improving or expanding City facilities to accommodate the project. Impact fees

are used to help fund the construction or expansion of needed capital improvements.

Development Agreements

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. Development agreements provide a developer with assurances for a specified length of time that the proposed project may proceed as originally approved, and not be affected by future changes in land use regulations. In exchange for this assurance, the landowner/developer may agree to public improvements, land dedications, or in-lieu fees, as negotiated with the City, as a condition of the agreement.

Community Facilities District

The Mello-Roos Community Facilities Act of 1982 allows any county, city, special district, school district, or joint powers authority to establish a Mello-Roos Community Facilities District (a “CFD”) which allows for financing of public improvements and services. The services and improvements that Mello-Roos CFD can finance include streets, sewer systems and other basic infrastructure, police and fire protection, ambulance services, schools, parks, libraries, museums, and other cultural facilities. By law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt.

1. People-based

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		

Walkable

P1.1	Make walking safe, comfortable, and enjoyable.				
A1.1a	Create a fine-grained pedestrian circulation within Downtown. VZ SE R	Mid-term	PCD, PW Developer	\$	General Fund, Developer
A1.1b	Orient buildings to streets and open spaces. VZ SE R	On-going	PCD Developer	\$	General Fund, Developer
A1.1c	Organize land uses along Whittier Boulevard and Montebello Boulevard to support public activity. VZ SE R	On-going	PCD Developer	\$	General Fund, Developer
A1.1d	Adopt form-based codes within the Downtown area to facilitate a rich public realm and enable high-value walkable development. VZ SE R	Immediate	PCD Consultant	\$\$	General Fund, Grants

Human-Scale Design

P1.2	Address the human scale with building and landscape details.				
A1.2a	Adopt form-based codes within the Downtown area to facilitate human scale built environment. VZ SE R	Immediate	PCD Consultant	\$\$	General Fund, Grants
A1.2b	Avoid blank walls. SE R	On-going	PD	\$	General Fund

Safe

P1.3	Reduce opportunities for criminal activity through physical design standards, recreation opportunities, educational programs, and counseling services.				
A1.3a	For new infill development and major rehabilitation, incorporate natural surveillance principles and best practices into development codes and review processes. SE R	Immediate	PCD Consultant	\$	General Fund, Grants
A1.3b	Amend the development codes to require building designs that promote safety by providing active street frontages. SE R	Immediate	PCD Consultant	\$	General Fund
P1.4	Downtown Montebello envisions safe streets designed for people.				
A1.4	Carry out the safety enhancements recommend by the Downtown Vision for Whittier Boulevard and Montebello Boulevard. VZ SE R	Mid-term	PD, PW Consultant	\$\$	Developer, Grants, CIP
P1.5	Employ a range of contextual lighting options to promote safety and security on downtown streets.				
A1.5a	Identify downtown public streets and open spaces that are poorly lit and install context sensitive street lights. VZ SE R	On-going	PD, PW Businesses	\$	Businesses, General Fund
A1.5b	Install string lights in alleys that provide connections to destinations. VZ SE R	Long-term	PD, PW	\$	Businesses, Grants
A1.5c	Require new development to demonstrate on a lighting plan appropriate level of direct and indirect lighting in the public and private realm. VZ SE R	On-going	PD Businesses	\$	Developer

Arts, Cultural Programming, and Public Art

P1.6	Downtown will be re-established as the entertainment and cultural heart of the city by creating a central space in Downtown for community gathering, supported by complementary uses and activities.				
A1.6a	Activate the proposed Central Plaza and Sculpture Garden with arts and cultural programming and events. SE	Mid-term	PCD, RCS PW	\$\$	General Funds, Grants
A1.6b	Enhance existing, and introduce new activities and events that will lead to greater activation and use of public spaces by people of all ages and abilities. SE R	Long-term	RCS PCD	\$\$	Grants, General Funds

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		
P1.7	Creative businesses have places to work, live, gather, and promote their art in Downtown.				
A1.7a	Work to ensure Montebello's creative sector has adequate and inviting spaces to create, sell their products, and network.  	On-going	PCD	\$	Grants, General Funds
A1.7b	Develop and market spaces for artists including studios, affordable housing, and live/work studios.  	Short-term	PCD	\$\$	Grants, General Funds
A1.7c	Establish an arts incubator/accelerator spaces to provide office space, management assistance, technology, and access to funding opportunities.  	Short-term	PCD	\$\$	Grants, General Funds
			CM, RCS, MBL, Consultant		
P1.8	Facilitate use of vacant retail space by arts and cultural groups.				
A1.8a	Facilitate artists' temporary and opportunistic use of such spaces and venues as vacant walls, storefronts, empty buildings, open spaces, etc.  	On-going	PCD	\$	Grants, General Funds
			Businesses		
A1.8b	Provide building owners with tax incentives, grants, loans, and streamlined permitting process to renovate buildings that can be used as live/work spaces by artists.  	On-going	PCD	\$\$	Grants, General Funds
A1.8c	Work with the owners and the developers to put a variety of pop-up art events, exhibits, performances, and temporary retail in their empty spaces will enliven the street.  	On-going	PCD	\$\$	Grants, General Funds
P1.9	Integrate public art into the development review and capital improvement program.				
A1.9	Embed artists in planning projects and initiatives in City agencies, such as Public Works, and the Planning and Community Development Departments. 	On-going	PCD	\$	General Funds
			PW		

Increase Food Quality and Security

P1.10	Support efforts to expand access to affordable and nutritious food for all people in Montebello.				
A1.10a	Encourage the use of vacant lots for community gardens.  	On-going	RCS	\$	Grants, General Fund
			PD		
A1.10b	Encourage new building construction to incorporate green roofs, and encourage conversions of existing roof space to green roofs. 	On-going	PD	\$	General Fund
			Developer		
P1.11	Encourage local food production, processing, and distribution to the greatest extent possible.				
A1.11a	Continue to support farmers’ market, fresh food stands, community gardens, community kitchens, and other collaborative initiatives to provide healthy foods, promote food security, and build community.  	On-going	RCS	\$	Grants, General Fund
A1.11b	Encourage restaurants to serve locally sourced foods and provide nutritional information. Support businesses that offer healthy foods.  	On-going	PCD	\$	Grants, General Fund
P1.12	Avoid a concentration of unhealthy food providers within the Downtown area.				
A1.12a	Ban drive-through food outlets within Downtown area.  	Short-term	PD	\$	General Funds
A1.12b	Restrict approvals of new liquor stores or retailers that sell alcohol for off-site consumption.  	Short-term	PD	\$	General Funds

2. Place-based

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		

Access to Nature

P2.1	Preserve, manage, and grow the Downtown tree canopy.				
A2.1a	Preserve the existing Downtown canopy with continued maintenance and protection against tree removal. SE R	On-going	PW PD	\$	General Funds
A2.1b	Replace the dead, diseased, declining, or poorly structured, street trees. R	On-going	PW	\$\$	CIP, General Funds
A2.1c	Plant at a minimum 50 new trees annually on Downtown streets and parks. R	On-going	PW	\$\$	Grants, General Fund, Developer
A2.1d	Craft appropriate incentives that encourage property owners to add green infrastructure on private property, including trees, living walls and green roofs. R	Short-term	PD Developer	\$	Developer, General Fund
A2.1e	Require smart irrigation controls for newly planted trees that adequately water the trees without wasting water. R	On-going	PD, PW Developer	\$\$	CIP, General Fund, Developer
A2.1f	Require new development to plant street trees along the property frontages. R	On-going	Developer PD	\$	Developer
A2.1g	Support BID as a funding source for maintaining trees in the Downtown area. R	Mid-term	PCD, MCC, Consultant	\$\$	Grants, General Fund

Social and Inclusive Public Spaces

P2.2	Downtown will provide a variety of opportunity for gathering and physical activity.				
A2.2a	Create a new central plaza in the Downtown Core that is programmatically different from City Park, with supporting retail, civic, and cultural uses and activities. SE R	Mid-Term	PD RCS, Businesses, MCC	\$\$	Grants, General Fund
A2.2b	Introduce additional public spaces, such as pocket parks, plazas, and parklets on public land. SE R	Mid-Term	PD RCS, PW	\$\$	CIP, General Fund, Grants
A2.2c	Encourage private developers to contribute to the improvement of the existing public realm, or to provide new publicly accessible spaces in their development projects. SE R	On-going	PD Developer	\$\$	Grants, General Fund
A2.2d	Incorporate universal design principles in the public realm, encouraging its use by people of all ages and abilities. SE R	On-going	PD RCS	\$\$	Grants, General Fund
A2.2e	Design streets to be places for social interaction in addition to mobility, acting as venues for special events and activities. SE R	On-going	PD PW, MBL, MFD, MPD	\$\$	Grants, General Fund

Contextual

P2.3	Enhance Downtown's character with compact and walkable infill development.				
A2.3a	The building and public realm standards will reflect the intended use, intensity, and eclectic character of Downtown's different neighborhoods. SE R	On-going	PD	\$	General Fund
A2.3b	Adopt clear and precise form-based standards for the Downtown neighborhoods. R	On-going	PD Consultant	\$\$	Grants, General Fund
A2.3c	Target façade-improvement incentives in walkable-development focus areas. R	On-going	PD Developer	\$\$	General Funds, Developer

Mixed-use, Integrated, and Inclusive

P2.4	Promote quality Downtown housing that serves a broad spectrum of households.				
A2.4a	Invite development proposals on publicly owned sites under public/quasi-public control, per defined plan goals. SE R	On-going	EDD PD	\$	Grants, General Fund
A2.4b	Activate street-level storefronts with visually interesting active uses. SE R	On-going	EDD PD	\$	General Fund
A2.4c	Manage retail tenant mix with a targeted retail recruitment program. SE R	On-going	EDD PD	\$	General Fund

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		

Transit

P2.5	Improve transit service and similar modes to make Downtown travel accessible and comfortable for people of all ages and abilities.				
A2.5a	Create well-designed mobility hubs for a high-quality user experience. VZ SE R	Short-term	MBL	\$\$	Grants, General Fund
			PCD, PW		
A2.5b	Establish seamless integration of modes at the mobility hub. VZ SE R	Short-term	MBL	\$\$	Grants, General Fund
			PCD, PW		
A2.5c	Establish amenities and support services for all modes. VZ SE R	Short-term	MBL	\$\$	Grants, General Fund
			PCD, PW		

Walking and Biking

P2.6	Redesign Whittier Boulevard in the Downtown Core to prioritize pedestrian safety and comfort.				
A2.6	Reduce Whittier Boulevard to two lanes of traffic in the Downtown Core with wider sidewalks, pavers, street trees, and parklets.   	Mid-term	PCD, PW	\$\$\$	Grants, ATP, General Fund
			MBL		
P2.7	Connect Whittier Boulevard to the Rio Hondo Channel.				
A2.7a	Provide an outdoor sculpture garden with ramps and steps to the Rio Hondo Channel. 	Mid-term	PCD	\$\$	Grants, General Fund
A2.7b	Encourage new development with frontage along the channel to provide links to the Rio Hondo Channel. 	Mid-term	PCD	\$\$	Grants, General Fund
P2.8	Reconnect streets and alleys to form a network.				
A2.8	When superblocks are redeveloped, new streets and alleys can reconnect the mobility network, while keeping the blocks smaller.   	Mid-term	PCD	\$\$	Grants, ATP, General Fund
			PW		

Parking

P2.9	Public parking facilities will be managed and operated to serve Downtown.				
A2.9a	Require new development to prepare a Parking Management Plan. R	On-going	PD	\$	Developer, General Fund
			Developer		
A2.9b	Short-term improvements, such as better lighting, cleaning, signage, and landscaping, should be considered in City-operated lots. R	On-going	PD	\$	Developer, General Fund
			Developer		
A2.9c	Suitable incentives for converting underused private parking into shared public parking should be considered. R	On-going	PD	\$	Developer, General Fund
			Developer		
P2.10	Develop a system of incentives and regulations for new development to improve mobility choices and reduce parking demand.				
A2.10	Require new development to develop a Transportation Demand Management (TDM) Plan. VZ SE R	On-going	PD	\$	Developer, General Fund
			Developer		
P2.11	Manage curb space effectively for different users.				
A2.11a	Prioritize curb space for reliable transit and safe bicycling infrastructure first, followed by other important uses of the curb like deliveries, passenger pick-ups, green stormwater infrastructure, and small public spaces—including short term parking. VZ SE R	On-going	PD	\$\$	Grants, General Fund
			PW, MBL		
A2.11b	Curb parking should be managed with the objective of ensuring that curb parking is well-used but readily available, by achieving a target occupancy range of approximately 65 to 85 percent on each block. R	On-going	PD	\$\$	Grants, General Fund
			PW, MBL		

3. Prosperous

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		

Promote Local Business Development

P3.1	Continue to nurture small, independently-owned businesses.				
A3.1a	Engage with the Chamber of Commerce or future Downtown BID to better connect local entrepreneurs with US Small Business Administration loans and other Federal or State assistance programs. 	On-going	EDD MCC	\$	SBA, Grants, General Fund
A3.1b	Engage with successful Farmers' Markets tenants in locating them in retail space in Downtown Montebello. 	On-going	PCD RCS	\$	Grants, General Fund
P3.2	Retain existing and attract small, unique, and locally-owned entrepreneurial and creative businesses that reinforce Downtown's identity.				
A3.2a	Establish an incubator space to grow local start-up businesses in target industries.  	Short-Term	PCD	\$	EIFD, Grants
A3.2b	Develop a Tenant Mix Incentive Program based on business gap analysis to incent specific business types to locate within the Downtown area.  	Short-Term	PCD Consultant	\$	General Fund
A3.2c	Allow temporary retail, pop-up shops, culinary space and cultural enterprise to test the market.  	On-going	PCD MCC	\$	General Fund
P3.3	Promote higher levels of foot traffic with activities and events.				
A3.3a	Encourage property owners to collaborate on new "pop-up" events to make use of vacant storefronts or parcels and to generate greater interest in Downtown as a unique retail destination.  	On-going	PCD MCC	\$	Grants, General Fund
A3.3b	Create a coordinated calendar of events for different organizations to allow for combined marketing of events.  	Short-Term	PCD RCS, PW, MFD, MPD	\$	General Fund

Encourage Mixed-Use Development

P3.4	Encourage mixed-use infill and compact development.				
A3.4a	Engage the development community and property owners to promote infill development on underutilized sites that increase the productive value per acre in the Downtown area. 	On-going	PCD Developer	\$	Grants, Developer, General Fund
A3.4b	Ensure that new infill development is not a fiscal burden to the City. 	On-going	PCD	\$	General Fund
A3.4c	Remove regulatory and procedural barriers to fiscally productive land uses and good design. 	Immediate	PCD	\$	Grants
A3.4d	Amend development standards to allow more intensive uses while being respectful to the contextual setting. 	Immediate	PCD	\$	General Fund
A3.4e	Support and facilitate reinvestment through streamlined regulatory processes. 	Immediate	PCD	\$	General Fund
A3.4f	Explore incentives such as unbundling parking from housing costs to stimulate the production of more housing units.  	On-going	PCD	\$	General Fund
A3.4g	Encourage diversity in housing sizes and types to cater to diverse income groups.  	On-going	PCD	\$	General Fund

	Policies/Actions	Time-frame	Responsible Party Lead	Cost	Funding Source
			Other Partners		

Property-based Business Improvement District (PBID)

P3.5	Gauge participation in a Property-based Business Improvement District (PBID) to provide high-quality district services.				
A3.5a	Build a coalition of Downtown property owners to coordinate with the Downtown vision. ^R	On-going	EDD	\$	General Fund
A3.5b	Establish the Property-based Business Improvement District (PBID) for Downtown. ^R	Mid-term	EDD	\$\$	Grants, General Fund
			PD		
P3.6	Explore un-tapped opportunities for value capture and revenue generation.				
A3.6a	Use developer agreements to support the Downtown's public realm improvement goals. ^R	Short-term	PCD	\$\$	General Fund
A3.6b	Fortify the City's existing Development Impact Fee regime. ^R	On-going	PCD	\$	General Fund

ACE	Army Corps of Engineers
MCC	Montebello Chamber of Commerce
EDD	Economic Development Division
FO	Food Organizations
HD	Health Department
LAEOWDD	County LA Department of Economic Opportunity Workforce Development Division
MBL	Montebello Bus Lines
MFD	Montebello Fire Department
MSD	Montebello School District
PAIT	Public Affairs and Information Technology
MPD	Montebello Police Department
PCD	Planning and Community Development
PD	Planning Division
PW	Public Works
RCS	Parks and Community Services
RMC	Rivers and Mountains Conservancy
SBA	US Small Business Administration
SCAQMD	South Coast Air Quality Management District
SD	LA County Sanitation District
WP	Water Purveyors

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CITY OF
montebello



Downtown Specific Plan



ITEM # 12

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4196 FOR SUMMER FOOD SERVICE PROGRAM PROVIDER (RFQ 24-1)**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4196 to School Nutrition Plus in an amount not-to-exceed One Hundred Thousand Dollars (\$100,000) annually for Summer Food Service Program Provider; and
2. Authorize the City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed annual cost for the Summer Food Service Program ("SFSP") provider under the proposed agreement is One Hundred Thousand Dollars (\$100,000). The awarded contract will be managed by the Recreation and Community Services Department. The program is administered by the United States Department of Agriculture ("USDA") and is reimbursable for up to Five Dollars and Thirteen Cents (\$5.13) per lunch and up to One Dollar and Twenty-One Cents (\$1.21) per snack. Expenses for the SFSP are charged to the SFSP Grant Account (Fund 265) and reimbursed by the USDA.

No budget appropriations are needed. Staff will make proper recommendations to fund the SFSP Grant Account in the Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

On March 4, 2024, the City of Montebello issued a Request for Quotations ("RFQ") No. 24-1 for Summer Food Service Program Provider and received two (2) proposals in response. The City is seeking a contractor to provide meals for the City's SFSP, which is a Federally funded program that aims to serve free healthy meals to children and teens 18 years and younger during the summer months when school is not in session.

The SFSP is funded by the USDA and the City is a program sponsor responsible for managing the program locally. The program runs annually from June through August at Holifield Park, Reggie Rodriguez Park, City Park, and Grant Rea Park. The program typically services approximately 350-400 lunches per day during the span of the program. This summer, staff anticipate offering the program from June 10 through August 9.

RFQ 24-1 closed on April 4, 2024 and the City received two (2) responsive proposals. RFQ 24-1 was advertised on the City website and Planet Bids.

ENVIRONMENTAL:

N/A

ANALYSIS:

An Evaluation Committee comprised of Recreation and Community Services employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in RFQ 24-1. A review of all proposals received has been completed.

The following two (2) proposers were ranked in accordance with the guidelines of RFQ 24-1 and were evaluated based on the understanding of the scope of work, project approach, budget, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

- 1) School Nutrition Plus
- 2) Choura Venue Services

Based on the proposals submitted, the company with the best qualifications and experience that best meets the needs of the City is School Nutrition Plus.

SUMMARY:

The City Council will consider awarding Professional Services Agreement No. 4196 to School Nutrition Plus in the amount not-to-exceed One Hundred Thousand Dollars (\$100,000) annually and authorize the City Manager to execute the agreement on behalf of the City.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - School Nutrition Plus Agreement in Substantial Form

NEXT STEPS:

N/A



PROPOSAL FOR:

CITY OF MONTEBELLO
RFQ 2024 - 2025

School Nutrition Plus
6424 Clara Street
Bell Gardens, CA 90201

Office: 323-984-7712
Fax: 818-475-5480

Email: info@schoolnutritionplus.com

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INTRODUCTION/PURPOSE

To: City of Montebello

From: School Nutrition Plus, Inc.

Re: RFQ No. 24-1 Summer Food Service Provider

Date: April 4, 2024

The City of Montebello Department of Recreation and Community Services enriches the lives of children and families in your community by providing access to outdoor space to play and exercise, facilities for organized recreational opportunities, positive alternatives, healthy lifestyles, social connections, human development, lifelong learning, and enhanced quality of life. As such, your commitment to excellence is strong and I am proud to present School Nutrition Plus as a continued partner in achieving this mission. We are committed to providing quality food service and nutrition education, quality food service, nutrition education, and NSLP expertise unmatched by our competitors, to your organization. We have chefs and registered dietitians who are ready to cater to your unique needs and recognize that the health of your youth has a significant impact on performance. At SNP, we customize a plan to meet your specific goals and take an individual approach to the needs of your organization.

Before going further, we want to acknowledge the impact that the Covid-19 pandemic has had on us and our school communities. There have been supply chain disruptions, price increases and labor shortages. We want to share that there hasn't been a day when we have been unable to deliver food to our schools or provide them with labor to serve. We will always find a solution and are committed to the students who rely on us for meals. We encourage you to not only call our references, but any schools on the client list on our website and ask how we've done throughout the pandemic.

We are a scratch-cooking operation and frequently use local, seasonal produce on our menus. We can accommodate special diets, cultural preferences, special event catering, and can provide customized menus for each of our clients out of our kitchens in Hollywood, Bell Gardens, and Pacoima. SNP's menus, production, and transportation records are fully

compliant with the Healthy, Hunger-Free Kids Act. We regularly attend seminars and trainings to ensure that we stay current on USDA regulations. We have a compliance director on staff whose responsibility it is to make sure you receive full reimbursement for your meals.

We at SNP value our employees, just as much as our clients, and are committed to providing the best work and personal life opportunities we can. We currently offer a company matching 401K plan to our part and full-time employees, and subsidized health, dental and vision benefits. We have a wellness reimbursement plan and a points-based rewards system that we use as tools in attracting and retaining excellent staff. Our employees are the best in the business and I'm proud to say that they have received the following certifications and trainings:

- ServSafe Manager Certification
- Leadership and Customer Service through Ascend Training Solutions
- Preventing Workplace Harassment through Parallax Education
- CPR Certification
- OSHA Training

The purpose of this proposal is to provide the City of Montebello with all the information required by the RFQ to enter into a contract agreement with School Nutrition Plus to provide food service to meet the goals of your organization. We believe you will find our proposal complete and once you have had the opportunity to review the information, you will discover that our approach brings the greatest value and food program to your organization.

Sincerely,

*



Emily Burson, RD
CEO
School Nutrition Plus, Inc.

** By signing this cover letter, I certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.*

- School Nutrition Plus is an S-corporation
- The EIN is: 46-2182609
- Primary Liaison to the SFA:
 - Angelica Gonzalez, Account Manager
 - Mobile: 626-348-1069
 - Email: angelica@schoolnutritionplus.com
- Representative authorized to bind contracts
 - Emily Burson, CEO
 - Mobile: 310-405-4902
 - Email: emily@schoolnutritionplus.com

Competitor Analysis

	School Nutrition Plus	Revolution Foods	Unity Meals	Chefables	Fresh Start Meals
Majority of menu cooked from scratch vs. frozen and heat	✓	✗	✗	✗	✗
No delivery fees	✓	✗	✗	✗	✗
No charge to process commodities	✓	✗	✗	✗	✗
At least monthly QA site visits by manager-level and above	✓	✗	✗	✗	✗
Equipment, Breakfast Start-Up and Nutrition Grant writing at no extra charge	✓	✗	✗	✗	✗
Wellness Policy Management at no extra charge	✓	✗	✗	✗	✗
On-site nutrition event at least annually	✓	✗	✗	✗	✗
Ability to place orders up to the day before and make changes within 24 hours	✓	✗	✗	✗	✗
Free annual, easy to follow guide, on all CDE dates and deadlines	✓	✗	✗	✗	✗

Firm Information and Qualifications

This section is intended to provide the City of Montebello with specific information about School Nutrition Plus, its personnel and qualifications to provide services as described in the RFP.

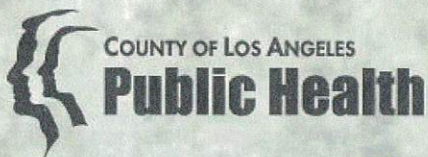
School Nutrition Plus was founded in February of 2009 by Emily Burson, RD and shortly after, Chef Brandon Neumen joined with her in partnership. SNP has 15 years of experience as a food vendor and food service management company (FSMC) for schools and community and rec and park organizations, and senior meal programs in Los Angeles and Orange Counties. With three kitchens in strategic locations, we service 20,000 meals a day to over 50 sites and employ close to 100 people. We are experienced with the School Breakfast Program, National School Lunch Program, After School Snack and Supper Programs, and the Seamless Summer Feeding Option and Summer Food Service Program. A snapshot of organizations to which we provide similar services is below. A complete client list is on our website, www.schoolnutritionplus.com

- City of Pico Rivera: We provided SFSP meals in 2023.
- VanBuren Council for Human Services: We provide SFSP and CACFP supper meals to this organization that sponsors meals year-round to five YMCA locations. The contract began in 2019.
- Fenton Public Charter Schools: This is our largest school organization and we have worked with them for over 10 years. We provide NSLP meals during the school year and SSO meals during the summer.

Below is a summary of our leadership team and their qualifications. Attached to this section you will find our Health Permit and ServSafe manager certificates for your key contacts.

Name	Title	Qualification Summary
Emily Burson	Found and CEO	A registered dietitian with 25 years of experience in community foodservice management and development of nutrition education programs.
Brandon Neumen	COO	A Le Cordon Bleu trained chef with over 20 years of experience managing restaurant, university, hotels and school kitchens.
Jason Keegan	VP of Operations	A Le Cordon Bleu trained chef with over 20 years of experience in restaurant and corporate foodservice management.
Kim Ford	VP of Finance	A CPA with over 30 years of experience in healthcare and food service accounting.

Louis Martinez	Executive Chef	A military veteran with nearly 20 years of experience in fine dining, restaurant management and the most recent 10 years with us developing menus and managing kitchen operations.
Edith Pabon	Director of QA and Compliance	A degreed chef with nearly 20 years of experience managing school food departments. Focus is on food safety and compliance with CDE Child Nutrition Regulations.
Angelica Gonzalez	Account Manager	Manages customer relationships and special projects for our customers.



THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT
FY 2023/2024
Valid Until 6/30/2024



PR Number: PR0177956
Program ID: SCHOOL NUTRITION PLUS
Description: CATERER (2,000 + SQ. FT.)

Facility Owner - Mail Address
SCHOOL NUTRITION PLUS, INC.
6424 CLARA ST
BELL GARDENS, CA 90201

084

Facility Location
SCHOOL NUTRITION PLUS, INC.
6424 CLARA ST
BELL GARDENS, CA 90201



ANGELICA GONZALEZ

16156 Wedgeworth Dr. •Hacienda Heights, CA 91745
(626)348-1069• agonz0310@gmail.com

OBJECTIVE

To obtain a position in a facility where I may use the knowledge and skills that I have acquired.

EDUCATION

Benedictine University Chicago
Masters in Public Health

December 2019

California State University Los Angeles
Bachelor of Science in Nutritional Science

June 2016

East Los Angeles College
Associates in Arts in General Studies

June 2014

CERTIFICATIONS

Certified Health Education Specialist (CHES)
National Commission for Health Education Credentialing, Inc

April 2023

ServSafe Manager/ Proctor
ServSafe

November 2021- 2026

Health Management & Policy
Benedictine University

December 2019

Lactation Educator Counselor
University of California San Diego

March 2018

Alternative Nutrition Certificate
California State University Los Angeles

January 2016

SKILLS AND QUALIFICATIONS

- Bilingual: Spanish/English
- Proficient in Microsoft applications
- Motivational interviewing
- Ability to work in a fast-paced, intense environment smoothly
- Quality Assurance management
- Ability to elicit confidence and build rapport
- Possess excellent communication and inter-personal skills
- Competent and reliable professional, committed to top quality work
- Enthusiastic, dependable, self-motivated

Professional Experience

School Nutrition Plus

Bell Gardens, 2021- Present

Account Manager

Monitors food service operations at school food authorities through periodic on-site visits to develop recommendations for improvement of the food service program.
Works with the business development team to obtain new school clients and execute contracts, including contributing to the proposal development process
Develop health-based programming and value-added services for school clients
Supervises food service personnel at offsite schools by setting up work schedules, assigning, directing and evaluating work.
Follows approved HACCP practices to ensure sanitary working conditions
Understands and abide by school meal regulations, including complex nutrition standards, and special dietary meal restrictions

Riverside County- Public Health Department

Riverside, 2020- 2021

Health Education Assistant II

Assist with low risk and high-risk nutritional health counseling
Development implementation and evaluation of all fitness and wellness for agency
Educate employees on health topics monthly through meetings, bulletin boards, and newsletters
Conducts public health nutrition compliance inspections at county jail facilities
Collaborate in curriculum development for nutrition education

Heluna Health

Irwindale, 2017-2020

Nutritionist

Supervise nutritionists and assistants in the absence of the supervisor
Assist with low risk and high-risk nutritional health counseling
Implement and maintain internal quality assurance plans for clinic and agency
Trained new employees on their ins and outs of daily duties
Assist supervisor in preparing staff performance evaluations
Collaborate in curriculum development for nutrition education

Los Angeles Biomedical Research Institute

Torrance, 2016-2017

WIC Nutrition Assistant

Conducting enrollment and certification of WIC Program applicants
Prints and distributes food instruments
Clerical functions to support WIC program site operations
Provides and facilitates nutrition education

East Los Angeles College

Monterey Park, 2012-2016

Career Guidance Assistant - General Counseling Department

Assessing student needs and referring to on an off campus services and programs
Assisting in new student and financial workshops
Scheduling, recording, and tracking appointments
Organizing and accurately maintaining filing system of confidential information

Los Angeles Food Bank

Los Angeles, 2015

Intern- Child Nutrition Department

Developed, marketed, and presented nutrition classes and brochures
Assisted and visited summer meal sites that distribute meals
Monitoring and communicated USDA's SFSP rules and regulations

ServSafe® CERTIFICATION

ANGELICA GONZALEZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

21305167

CERTIFICATE NUMBER

11/24/2021

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10752

EXAM FORM NUMBER

11/24/2026

DATE OF EXPIRATION



#0655

A handwritten signature in black ink that reads "Sherman L. Brown".

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM NI 068-2013 (Regulation 3.2, Standard A3.2).

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v. 1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

References

1.Organization Name:	Fenton Charter Public Schools
Contact Name and Title:	Irene Sumida, Executive Advisor
Email Address:	
Mailing Address:	8928 Sunland Blvd. Sun Valley, CA 91352
Telephone Number:	818-391-5424
Type of Services:	FSMC contract, five schools.
Location of Services Provided:	Lakeview Terrace, Pacoima, Sun Valley & Los Angeles
Dates of Service:	2009-Present
2.Organization Name:	PUENTE Learning Center
Contact Name and Title:	Jerome Greening, CEO
Email Address:	jerome@puente.org
Mailing Address:	501 S. Boyle Ave. Los Angeles, CA 90033
Telephone Number:	323-780-0076
Type of Services:	FSMC contract, one school.
Location of Services Provided:	Los Angeles
Dates of Service:	2017-Present
3.Organization Name:	Para Los Niños
Contact Name and Title:	Gabriela Herrera, Director, Compliance & Risk
Email Address:	gherrera@paralosninos.org
Mailing Address:	5000 Hollywood Blvd. Los Angeles, CA 90027
Telephone Number:	213-250-4800 Ext. 536
Type of Services:	FSMC contract, three schools.
Location of Services Provided:	Los Angeles
Dates of Service:	2018-Present

Firm's Capabilities and Abilities

This section is intended to provide the City of Montebello with specific information concerning School Nutrition Plus's capability to provide services as described in the RFP.

Prior to starting SNP, Emily Burson and Brandon Neumen had a combined 15 years of experience working in food management with K-12 schools and community organizations. This, combined with 15 years of SNP under our belt, has resulted in a leadership and support team seasoned in any foodservice related needs an organization may have. From conception to execution, SNP has worked with organizations to create and manage healthy food and excellent staff. We have worked the gamut of food operations, and projects include designing school kitchens and serving rooms, to create a Kids Cooking Contest. The "Plus" in School Nutrition Plus means we have the knowledge to go the extra mile for our customers and take care of needs beyond delivering food. Below is a description of how we can meet the requirements in the Scope of Work.

- **Meals:** Our lunch meals for the City of Montebello will be primarily cooked from scratch in our kitchen in nearby Bell Gardens. They, and the snacks, are compliant with the CACFP and SFSP and include entrees that represent the varied cultures of Los Angeles County. The menu may include Picadillo, Vegetable Chow Mein, BBQ Chicken and a variety of salads, sandwiches and wraps. The meals will be individually sealed and delivered in hot and cold holding equipment to ensure safe temperatures are maintained. They will come with two types of milk and a spork kit.
- **Delivery:** The meals will be delivered according to the delivery times in the scope of work and our drivers will unload and locate the equipment according to the preference of each location. They will leave a transportation record on-site that describes the meals, food group contribution, serving size, meal counts, temperatures, and delivery times.
- **Ordering:** Orders can be made up to 24 hours in advance of delivery through our ordering email system. You will be notified once your order is received and can use this system for any questions or changes.

APPENDIX "A"

UNIT PRICE SCHEDULE

RFQ 24-1

SUMMER FOOD SERVICE PROGRAM PROVIDER

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in this RFQ for meals to be delivered to all of the sites stated on page 5.

A. Meal Type		B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Snack	SFSP	350-400	40	\$1.03	\$14,420-\$16,480
Lunch	SFSP	350-400	40	\$3.80	\$53,200-\$60,800

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/vendor to perform all such work ordered by the agency at prices specified in the contract.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

School Nutrition Plus, Inc.

Emily Burson

Company Name

Authorized Representative Name

6424 Clara St. Bell Gardens, CA 90201 (323)984-7712 emily@schoolnutritionplus.com

Company Address, Phone Number, E-mail Address

For this quotation to be valid, this sheet must be signed.



4/4/24

Signature

Date

APPENDIX "B"

**CITY OF MONTEBELLO
RFQ 24-1
SUMMER FOOD SERVICE PROGRAM PROVIDER**

TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Summer Food Service Program Provider and agree to adhere to all guidelines, specifications and submittal requirements as outlined in this RFQ Document.

Yes **X** No _____

PRINT NAME: Emily Burson

SIGNATURE: 

COMPANY NAME: School Nutrition Plus, Inc.

ADDRESS: 6424 Clara Street Bell Gardens, CA 90201

PHONE NUMBER: (323)984-7712

DATE: 4/4/24

	Monday <u>3</u>	Tuesday <u>4</u>	Wednesday <u>5</u>	Thursday <u>6</u>	Friday <u>7</u>
Lunch	Turkey Chili Potato Boat with a Roll	Al Pastor Chicken with Rice and Beans	Warm Ham and Cheese Croissant Sandwich with Carrots	Chicken and Chicken Andouille Jambalaya with Green Beans	Three Cheese Mac with Steamed Broccoli
Snack	Ritz Bits Crackers with Apple Cherry Juice	Jungle Crackers with Milk	String Cheese with Fresh Fruit with Apple Juice	Belly Bears with Milk	Cheez Its with Orange Juice
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
Lunch	Hamburger with Chili Beans	Ground Turkey and Potato Soft Taco with Street Corn	Teriyaki Chicken with Rice and Broccoli	Chicken Patty Sandwich with Carrots	Bean and Cheese Pupusa with Squash
Snack	Yogurt with Graham Crackers with Apple	Scooby Graham Crackers with Milk	Goldfish with Apple Juice	Teddy Grahams with Milk	Granola Chewy Bar with Milk
	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>
Lunch	Creamy Garlic and Spinach Chicken with Rice and Green Beans	Philly Chicken Tater Boat with Roll	Penne Bolognese with Broccoli	Chicken Tinga with Rice and Beans	Cheese Pizza Bagel with Carrots
Snack	Rice Cakes with Milk	Cinnamon Sports Crackers with Milk	Pretzels with Orange Juice	Ritz Bits with Apple Juice	Apple Break Bar with Milk
	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>
Lunch	Chicken Tenders with Mashed Potatoes and a Dinner Roll	Ground Turkey and Potato Soft Taco with Pinto Beans	Cheddar Broccoli Linguine with Broccoli	Sweet and Sour Chicken with Rice and Green Beans	Bean and Cheese Burrito with Carrots
Snack	Ritz Bits Crackers with Apple Cherry Juice	Scooby Graham Crackers with Milk	String Cheese with Fresh Fruit with Apple Juice	Goldfish with Milk	Cheez Its with Orange Juice

***Plain 1% low-fat milk or non-fat milk and fresh fruit are offered with each meal.**

	Monday	Tuesday	Wednesday	Thursday	Friday
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Lunch	Chicken Tinga Tostada with Corn	Bean and Cheese Pupusa with Green Beans	Chicken Fajita with Rice and Beans	Spaghetti Bolognese with Broccoli	Chicken Tenders with a Dinner Roll and Corn
Snack	Jungle Crackers with Milk	Yogurt with Graham Crackers with Apple Juice	Rice Cake with Orange Juice	Belly Bears with Milk	String Cheese with Fresh Fruit with Fruit Punch Juice
	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Lunch	Pancake and Sausage with Tots	Three Cheese Mac with Green Beans	Cilantro Lime Chicken Leg with Rice and Beans	Turkey Corn Dog with Green Beans	Chicken Patty Sandwich with Carrots
Snack	Ritz Bitz with Apple Juice	Goldfish with Orange Juice	Belly Bears with Milk	Cheez-Its with Apple Cherry Juice	Granola Chewy Bar with Milk
	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
Lunch	Pesto Chicken Rotini with Broccoli	Soft Turkey Taco with Beans	Teriyaki Chicken with Rice and Green Beans	Baked Cheesy Turkey Penne with Carrots	Chicken Tamale with Corn
Snack	Rice Cakes with Milk	Cinnamon Sports Crackers with Milk	Pretzels with Apple Juice	Goldfish with Orange Juice	Apple Break Bar with Milk
	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>
Lunch	Bean and Cheese Pupusa with Zucchini	BBQ Chicken Leg with Rice and Corn	Bean and Cheese Burrito with Carrots	Chicken Spaghetti with Broccoli	Turkey and Cheese Sub with Salad and Chips
Snack	Jungle Crackers with Milk	Yogurt with Graham Crackers with Apple Juice	Rice Cake with Orange Juice	Belly Bears with Milk	String Cheese with Fresh Fruit with Fruit Punch Juice
	<u>29</u>	<u>30</u>	<u>31</u>		
Lunch	Quesadilla with Corn	Three Cheese Mac with Green Beans	Cilantro Lime Chicken Leg with Rice and Beans		
Snack	Ritz Bitz with Apple Juice	Goldfish with Orange Juice	Belly Bears with Milk		

***Plain 1% low-fat milk or non-fat milk and fresh fruit are offered with each meal.**

This institution is an equal opportunity provider and employer.

Customer Service

Our customer service strategy consists of four points described below.

1. Offering reasonable prices for excellent meals and service

We understand that you are on a fixed budget and in addition to paying for meals, you have labor and overhead expenses associated with the food program. The quality of service and our food are excellent and can be had for well below the USDA reimbursement rates.

2. Proactively notifying customers of any changes in the menu, delivery and service

In the case of traffic accidents, food supplier substitutions, inclement weather or anything that would cause a deviation from your normal service, we will immediately call and email our contact until we get ahold of a live person and can provide updates.

3. Delivering high quality meals on time and at appropriate temperatures

We pride ourselves on our healthy, from scratch meals that appeal to not only children, but school staff of all ages. The majority of cooks at SNP have a culinary school degree or certificate, and backgrounds in fine dining, so you know your meals have been crafted by experts. Food safety is our number one priority at SNP, which is why our head cook and up must pass the manager level ServSafe class. We consistently receive 99-100% scores from the County health department and monitor food safety throughout the flow of food, from delivery to service.

4. Responding to customer phone calls and emails with a sense of urgency

Our team is always available via email, office phone or cell phones and we think you will find our responsiveness exceeds most customer expectations. You will also have regular site visits from our Account Director who can provide support and will monitor QA.

Standard Professional Services Agreement

The City of Montebello's standard professional services agreement is acceptable.

Lawsuits or Arbitration

There have not been any lawsuits or arbitration proceeding that have been initiated by or against our firm in the past five years.



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Michael Solorza, Director of Finance

**SUBJECT: APPROVE ACQUISITION OF TWO FIRE PUMPER ENGINES AND
RELATED RESCUE EQUIPMENT**

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the purchase of two (2) Fire Pumper Engines using the pre-bid Sourcewell contract based off Request for Proposal #113021; and,
2. Authorize the City Manager to execute an agreement with Kovatch Mobile Equipment Corporation (KME Fire Apparatus), in a not-to-exceed amount of \$2,387,573 for the purchase and equipping/outfitting of two (2) KME Severe Service Pumpers (Fire Engines); and
3. Find that the use of the pre-bid Sourcewell contract #113021 conforms with Montebello Municipal Code Chapter 3.20.050 (F), Cooperative Purchase; and
4. Approve the surplus of unneeded fire engines and any associated equipment currently used as reserve apparatus; and
5. Take such additional, related actions necessary to effectively and efficiently procure the two (2) Severe Service pumpers (Fire Engines) and required Rescue Equipment from KME Fire Apparatus

FISCAL IMPACT:

The City of Montebello currently has three front-line Fire Engines in service – with additional units held in reserve. Two of the front-line apparatus are past their useful service life and must be replaced. The proposed plan is to acquire two (2) new KME Severe Service Fire Engine Pumper units (Fire Engines) which would be placed into active service upon delivery. (See Attachment A for the bid specifications). The Fire

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

Page 2 of 4

Engines in active service that will be replaced would be rotated into reserve duty, and the current reserve engines would be surplus/discharged.

These types of fire apparatus are a major capital investment, and as such are typically purchased through financing. Typically, fire engines and fire trucks are acquired through the lease-purchase process. This process allows the total cost of purchase and outfitting to be financed over a longer period of time, which results in reasonable and manageable annual lease payments. For example, the Montebello Fire Department acquired a fire engine in 2018 and a fire truck in 2022 through the lease-purchase process.

The two Fire Engines will be acquired from Kovatch Mobile Equipment (KME) Corporation. Given the nature of this acquisition, delivery of the Fire Engines – built to customized specifications per the Montebello Fire Department (Attachment A) – will not occur for approximately 36 months. The fire apparatus industry is facing extreme backlogs and delays caused by lack of parts as well as difficulty in finding skilled labor to assemble the units.

For these reasons, Staff is recommending approval to purchase the two engines, with additional action closer to delivery to finalize financing of the engines. Delaying “locking in” financing allows the City to better time payments with actual delivery of the engines, as well as take advantage of potentially lower interest rates in the future. With the extreme delay in delivery time (up to 36 months), if financing were approved now, payment would begin in two years – at least one year prior to delivery of the apparatus. It does not make sense to pay for equipment the City cannot utilize. Therefore, Staff will monitor financing rates, anticipating lower rates three years from now compared to current quotes.

The total amount necessary to procure the two KME Severe Service Pumper Fire Engines and Related Rescue Equipment is \$2,387,573 (Attachment B). Each engine is quoted at \$1,193,787, and the total proposal includes sales tax at 10.25%. Because the City is not locking in financing at this time, there is no prepayment discount (\$148,634). However, by waiting to pursue financing until closer to the delivery date, Staff anticipates saving more than this amount due to lower interest rates.

Current financing rates are in the low five percent (5.0%) range. In comparison, two years ago when the City Council approved the purchase and financing of a Fire Truck, rates were 2.68%. While Staff and its financing consultant do not anticipate rates being that low in 36 months, even a one percent (1.0%) reduction in rates would generate significant savings over a ten-year financing period vs. current rates. Therefore, Staff is seeking approval to move forward with the acquisition of the two Fire Engines, with the understanding that Staff will return with a financing proposal once a firm delivery date is known (approximately 36 months from now).

Given the nature of this lease-purchase, no budget amendment is necessary at this time. Furthermore, no payments are necessary prior to any financing proposal eventually presented to the City Council. This financing process allows the City to acquire an essential piece of firefighting and life safety equipment without any upfront costs. Furthermore, the additional time – up to three years – will allow Staff to forecast

and plan for the additional finance cost and its budget impact.

BACKGROUND/DISCUSSION:

The Montebello Fire Department operates three (3) fire stations, with suppression activities that account for the vast majority of emergency responses, resulting in approximately 22 to 25 emergency calls per day, with an estimate of 8,000 calls for service each year.

Currently, the Montebello Fire Department staffs three Paramedic Engines (Pumpers) 24 hours per day, 7 days per week at Stations 55, 56, and 57. One of the units to be replaced is a 2001 American LaFrance engine, with 167,00 miles. Any replacement parts for this engine must be fabricated since American LaFrance is no longer in business. The second unit is a 2009 Seagrave with 77,000 miles. The year, make and model of this fire engine make it difficult for parts to be obtained, delaying repairs and causing extended out of service time.

Moreover, these units exceed the recommended industry standard service life for front line Fire Engines according to the National Fire Protection Association (NFPA) 1911-96-Inspection, Maintenance Testing of In-service Fire Apparatus and NFPA 1901 and 1906-Guidance on Retirement of Apparatus. This guidance states such apparatus must not exceed 15 years of front-line operation with an additional 10 years as a reserve apparatus, for a total of 25 years of service life. With a three-year build out time frame for the new fire engines, both the American LaFrance and Seagrave units would be well past the NFPA recommended service time.

In addition, fire apparatus technology has improved markedly since both those units were manufactured. The new engines will provide safety cameras for blind spots, alarms for alerting the driver when backing, computer alerts for mechanical issues, a clean fuel burning system which eliminates benzene, and myriad other improvements. The new engines will also be larger to accommodate the additional equipment utilized by modern fire agencies. The crew cab on the KME Severe Service Pumpers would be a "clean air cab," allowing for firefighting gear to be stored outside the crew compartment, keeping fire personnel separate from any dangerous chemicals or irritants on their equipment.

Purchasing Process

Montebello fire personnel have carefully reviewed and assessed the most effective, efficient and dependable fire apparatus for the Fire Department fleet. The Fire Department utilized the Sourcewell procurement process to identify the best suitable pricing that is compliant with the City's procurement process and Municipal Code Chapter 3.20.050 (F) – Cooperative Purchases.

Specifically, Sourcewell Contract #113021 (Attachment C) is being utilized. The City has utilized Sourcewell for numerous and various types of purchases over the last several years, including the April 2022 purchase of a Fire Truck (expected delivery end of 2024). This is a nationally recognized cooperative purchasing entity and pricing has been determined to be competitive.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 24, 2024

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Through the procurement process it was deemed appropriate to move forward with the proposal for the acquisition of the new Fire Engines, manufactured by Kovatch Mobile Equipment (KME) Corporation (Attachment A). The Fire Engines being replaced will be surplus, and the remaining engines utilized by the Department will be rotated into reserve duty and additional units will be surplus as required due to age and other factors.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending the City Council approve the purchase of two (2) Kovatch Mobile Equipment (KME) Severe Service Pumpers (Fire Engines) and Related Rescue Equipment to ensure compliance with the National Fire Protection Association (NFPA) 1911 and 1906 guidance for standards in fire operations.

The total cost of the two Fire Engines will be \$2,387,573 (Attachment B). At this time, only approval of the acquisition of the engines is needed. Staff will return at a later date – closer to the anticipated delivery of the engines in approximately 36 months – to seek financing authorization. Given the long lead time necessary to build the engines, it makes financial sense to not “lock in” financing until closer to delivery. Furthermore, it is anticipated that financing rates will be lower than the current five percentage point environment.

The purchase of the two engines will be accomplished through the City’s cooperative purchase authority of the Municipal Code (Section 3.20.050(F)), utilizing Sourcewell Contract #113021 (Attachment C). The price quote (Attachment B) is good for 60 days (until April 27, 2024).

ATTACHMENT(S)

1. ATTACHMENT A - KME Bid Specifications Pumper Engine
2. ATTACHMENT B - Pumper Engine Price Letter 2 Units
3. ATTACHMENT C - REV_Group_Sourcewell_Agreement No. 113021
4. ATTACHMENT D - RevGroup-Sourcewell_KME_Models_Pricing

NEXT STEPS:

N/A



KME FIRE APPARATUS

KME Fire

Quote # QUO0000008808 (Rev 1)

April 6, 2023

DESIGN CLAUSE

QTY: 1

These specifications outline the components, installation methods, and operational characteristics KME is agreeing to provide in order to meet the purchaser's requirements. Subject to the terms of the purchase agreement, other construction details not explicitly listed in these specifications will be determined at the discretion of the builder. In the event the purchaser desires a different construction or installation not already described in these specifications, additional charges may apply, and quoted lead time commitments will be adjusted.

FAIR ETHICAL & LEGAL COMPETITION

QTY: 1

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (OEM) nor parent company of the OEM shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

There will be no exceptions.

MATERIAL & WORKMANSHIP

QTY: 1

All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications.

All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

CONTRACT ADMINISTRATOR

QTY: 1

The successful bidder shall designate a contract administrator to provide a single point interface between the purchaser and the contractor on all matters concerning the contract.

APPROVAL DRAWING

QTY: 1

A detailed drawing of the apparatus shall be provided to the purchaser for approval before construction begins. A copy of this drawing shall also be provided to the manufacturer's representative. Upon purchaser's approval, the finalized drawing shall become a part of the total contract.

The drawing shall show, but is not limited to, such items as the chassis make and model, major components, location of lights, sirens, all compartment locations and dimensions, special suctions, discharges, etc. The drawing shall be a visual interpretation of the apparatus as it is to be supplied.

DELIVERY

QTY: 1

Delivery of the apparatus to the customer shall remain the bidder's responsibility.

On initial delivery of the fire apparatus, a qualified and responsible representative of the contractor shall demonstrate the apparatus and provide initial instruction to representatives of the customer regarding the operation, care, and maintenance of the apparatus and equipment supplied.

VEHICLE FLUID PLATE

QTY: 1

As required by NFPA-1901, the contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

EXACT BLUEPRINT WITH BID

QTY: 1

A scale drawing of the specific apparatus being proposed shall be submitted WITH THE BID.

Drawings of similar units or demo units shall not be permitted.

Bidders should be clear that this provision is requiring a SCALE drawing of the truck which is actually being bid.

The drawing shall be done at the manufacturer's facility by the manufacturer's engineering department in order to guarantee the accuracy of the drawing.

Failure to comply with this requirement shall be grounds for rejection of the bid!

FAMA MEMBERSHIP

QTY: 1

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA).

MANUFACTURED IN UNITED STATES

QTY: 1

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

AMP DRAW REPORT

QTY: 1

The bidder shall provide with their bid proposal and at the time of delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

A written load analysis, which shall include the following:

- The rating of the alternator.
- The minimum continuous load of each component that is specified per: Applicable NFPA-1901.

- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items shall be provided by the bidder per the applicable NFPA-1901.

COOPERATIVE PURCHASING

QTY: 1

The Manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on.

The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder.

Such tag-ons shall be done so that the original purchasing agency has no responsibility for performance by either the manufacturer or the agency using the contract.

PRODUCTION LEVEL ELECTRICAL DRAWINGS

QTY: 1

KME shall provide production level harness drawings for the specific unit to be built.

INSPECTION TRIPS (3)

QTY: 1

The successful bidder shall provide three (3) factory inspection trips to the apparatus manufacturer's facility.

Transportation, meals, lodging, and other requisite expenses shall be the bidder's responsibility.

ACCOMMODATIONS FOR THREE (3)

QTY: 1

Accommodations shall be for three (3) Fire Department representatives per trip.

The factory visits shall occur at the following stages of production of the apparatus:

TRIP ONE (1) AT PRE CONSTRUCTION

QTY: 1

Pre-construction / blueprint review.

TRIP TWO (2) AT MID-POINT COMPLETION

QTY: 1

Midpoint completion of entire apparatus.

TRIP THREE (3) AT FINAL COMPLETION

QTY: 1

Final inspection upon completion.

AIR TRANSPORTATION (1000 MILES OR MORE)

QTY: 1

Travel arrangements more than 1000 miles from the manufacturing facility shall be via commercial airline transportation.

The {Company} maintains the right to inspect the apparatus, within normal business hours, at any other point during construction.

Expenses incurred during non-specified inspection visits shall be the responsibility of the {Company}.

During inspection visits, the {Company} reserves the right to conduct actual performance tests to evaluate completed portions of the unit.

Testing shall be accomplished with the assistance and resources of the contractor.

COMPLETION INFORMATION

QTY: 1

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents.

- Owners name and address Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed
- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model, and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative
- Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturers certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturers certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the third party certification of inspection and test for the fire pump (if applicable).

If the apparatus has an aerial device the third party certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source (if applicable).

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) shall be supplied with the complete vehicle to determine compliance with NFPA-1901.

Written load analysis and results of electrical performance tests.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

FMVSS REQUIREMENT

QTY: 1

The chassis shall be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards in effect at the date of contract.

This shall be attested to by the attachment of a FMVSS certification label on the vehicle by the contractor who shall be recognized as the responsible final manufacturer.

RECORDS

QTY: 1

The successful bidder shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the apparatus.

These records shall be maintained in the factory of the bidder for a minimum of twenty (20) years.

File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents.

The {Company} shall have access to any and all documents contained in this file upon official written request.

GENERAL CONSTRUCTION

QTY: 1

The complete apparatus, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject.

All parts of the apparatus shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service.

All parts of the apparatus shall be strong enough to withstand general service under full load.

The apparatus shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.

Bidder's specifications must meet minimum requirements of N.F.P.A. Pamphlet #1901 and all State and Federal Department of Transportation vehicle regulations at time of sale of unit.

The apparatus shall be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters shall be carried without overloading or injuring the apparatus.

PRODUCT LIABILITY

QTY: 1

Each bidder shall supply proof of product liability and facility insurance equal to or exceeding \$30,000,000.00.

This shall be provided as part of the proposal. There will be no exceptions.

PAINT CERTIFICATION

QTY: 1

The finish paint shall be certified by the apparatus manufacturer as conforming to all applicable Commercial Vehicle Paint Standards in effect at the date of contract.

This shall be attested to by the attachment of a Sikkens certification.

PRICES & PAYMENTS

QTY: 1

The bid price will be F.O.B. Destination, on a delivered and accepted basis at the Fire Department. Total price on KME's proposal sheet will include all items listed in these specifications. KME has computed pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

INSTRUCTION MANUALS - TWO (2) SETS - USB

QTY: 1

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) USB copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device
- Wiring diagrams
- Lubrication charts
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems
- Instructions regarding the frequency and procedures recommended for maintenance
- Parts replacement information

VEHICLE TRANSPORTATION - KME PROVIDED

QTY: 1

Transportation of the completed vehicle from the final manufacturing facility to the end user shall be provided by the manufacturer.

TRIP TWO (2) AT IN PROCESS INSPECTION

QTY: 1

The in process inspection shall take place when the cab is mounted to the chassis.

CONTINGENCY FUND

QTY: 1

The contingency fund is \$10,000.00.

!!! CRITICAL OVERALL HEIGHT REQUIREMENT !!! - "NO

QTY: 1

!!! CRITICAL OVERALL LENGTH REQUIREMENT !!! - "NO

QTY: 1

GENERAL INFORMATION - NFPA 1901

QTY: 1

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, aerial device (if applicable), fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the fullest extent possible with the National Fire Protection Association Pamphlet No. 1901, latest edition, except as noted in the Statement-of-Exceptions.

KME will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.

NFPA TREADPLATE CERTIFICATION

QTY: 1

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards.

Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be NFPA embossed compliant.

Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement.

VERTICAL TREAD PLATE - NON-EMBOSSSED

QTY: 1

The following vertical surfaces on the vehicle (if applicable) shall have non-embossed tread plate:

To include but not limited to:

- Rear of cab overlay
- Rear body overlay
- Front of body overlay
- Front pump house panel
- Custom cab step well
- Fender overlay

- Fender compartment doors
- Interior cab trim
- Upper body walkway walls
- Rescue body interior (walk-In/walk through)

NFPA TREADPLATE CERTIFICATION

QTY: 1

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards.

Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be Alcoa No-Slip type.

This material shall be a minimum 3/16 (0.1875") in thickness.

Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement.

All vertical and non-walking areas covered by tread plate will be of the NON-NFPA style and will not have the non-slip cuts in the diamonds.

"PUMPER FIRE APPARATUS" NFPA 2016 CHAPTERS

QTY: 1

The unit shall be designed to conform fully to the "Pumper Fire Apparatus" requirements as stated in the NFPA 1901 Standard (2016 Revision), which shall include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 5 Pumper Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Devices
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting
- Chapter 16 Fire Pumps and Associated Equipment
- Chapter 18 Water Tanks

NFPA "CHAPTER 20" FOAM SYSTEM REQUIREMENTS

QTY: 1

Chapter 20 Foam Proportioning Systems

SAFETY SIGNS (NFPA REQUIRED)

QTY: 1

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

THIRD PARTY TESTING

QTY: 1

If required by the specific chapters of NFPA-1901, the proposed unit shall be tested and certified by independent third party inspectors.

All test work for fire pumps outlined in NFPA 1901, Edition shall be conducted.

The third party inspectors shall provide the manufacturer a complete written examination and test report for each inspection performed at the manufacturer's facility.

This report specifies the points of inspection and results of such examinations and tests.

The inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

The apparatus manufacturer shall designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by the Supervisor of Fire Equipment Services and a Registered Professional Engineer, both of whom are directly involved with the aerial device certification program.

When the unit successfully meets all the requirements outlined in NFPA 1901, current edition, the third party inspector shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1901.

SEVERE SERVICE CAB - BASE, 100" - S2020

QTY: 1

The cab shall be a custom tilt style, built specifically for fire service.

The cab shall be a cab over engine design, with integral tilt mechanism and engine access from inside the cab.

The cab interior shall be the "Open-Space" design with no wall, window or vertical support posts between the front and rear crew areas to allow direct communication, better visibility and air circulation in the cab.

CAB MATERIAL

QTY: 1

The cab shall be fabricated from 5052-H 32 aluminum alloy, utilizing the minimum material thickness as follows:

- Cab side panels 0.125 thick (1/8")
- Cab roof 0.125 thick (1/8")
- Forward cab front sheet 0.125 thick (1/8")
- Interior cab panels 0.125 thick (1/8")
- Other panels 0.125 thick (1/8")
- Cab doors 0.1875 thick (3/16")
- Engine enclosure side panels 0.250 thick (1/4")

Cab, sub-frame shall be a welded assembly, fabricated of 6063 structural aluminum alloy. This frame shall extend the full length and width of the cab and be secured to the chassis frame through two (2) rear, urethane, self centering load cushions, two (2) forward pivot brackets, and two (2) cab locks. The cab shall be of entirely welded construction.

The front cab wall shall be of double wall type construction, featuring an inner and outer panel. {No Exceptions}

CRASH TESTING

QTY: 1

To ensure the safety of the cab occupants and cab integrity, proof of third party testing shall be provided.

The cab shall be certified for SAEJ2422 side impact, SAEJ2420 with ECER29 cab front impact, and ECER29 cab roof strength.

Furthermore, proof of testing and certification shall be provided that the cab, in accordance to SAE J2420 was front impact tested at 2.1 times the standard energy required in SAE J2420, thus exceeding the NFPA requirement.

This test shall be performed with no support immediately behind the cab, thus providing an authentic test result.

CAB LENGTH

QTY: 1

Minimum Cab Dimensions:

• Overall width	100"
• Inside width of ceiling	92"
• Front area floor to ceiling	59-3/4"
• Top of front seat to ceiling	42" (depending upon seat type)
• Seat back to steering wheel	21-1/4" (depending upon seat type)
• Inside width (door to engine enclosure)	27-1/2" (driver's side, at the floor)
• Inside width (door to engine enclosure)	24" (officer's side, at the floor)
• Crew seat area width	92"
• Front cab floor to top of engine enclosure	27"
• Front cab floor to top of center dash	36-1/4"
• Outer crew seat risers to rear wall	41-1/2"
• Centerline axle to rear wall	59-1/2"

Glass Area Dimensions:

• Windshield (Contour)	3,422 sq. in.
• Side door window, retractable	625 sq. in. each
• Side fixed crew windows	550 sq. in. each

CAB ROOF

QTY: 1

Cab Entry Door Height Dimensions

Forward door opening 73" high

Rear door opening 73-3/4" high

CAB ROOF

The roof will be a flat roof design with radius edges for an aesthetic, streamline appearance. The roof shall be constructed the same material as the main structure and shall be internally reinforced using framing which shall span the entire width and length of the cab for maximum structural integrity. This shall allow the roof to support personnel and roof mounted equipment without the need for additional reinforcement.

Approximate dimensions:

Crew area floor to ceiling 54"

Top of crew seat to ceiling 35" (depending upon seat type)

TREAD PLATE OVERLAY ON CAB ROOF

QTY: 1

A bright finish tread plate overlay shall be placed on the cab roof.

This overlay shall be placed on the raised roof section, or if a flat roof cab is being utilized, from the area of the "B" post area-rearward, and extending back to the end of the cab roof.

This tread plate overlay shall be sealed with caulking around the edges to prevent moisture from entering the area between the cab roof and the overlay.

CAB ROOF DRIP RAIL

QTY: 1

For enhanced protection from inclement weather, an integral drip rail shall be furnished on each side of the cab roof. The drip rail shall extend the full length of the cab roof.

CAST ANTI-SLIP ENTRY STEPS

QTY: 1

The front entrance steps shall be a minimum of 9" deep.

Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface.

The cab step risers shall be overlaid with .063" tread plate plate.

The rear entrance steps shall be a minimum of 9" deep.

Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface.

The cab step risers shall be overlaid with .063" tread plate plate.

BATTERY ACCESS DOORS

QTY: 1

The battery access door(s) shall be 1/8" tread plate, drop down doors with thumb latches at each side rear cab step well.

CAB DOORS

QTY: 1

Four (4) side-opening doors shall be provided. The cab doors shall be shortened to the floorboard level thus leaving an exposed step well area at each cab entrance. The cab doors shall be totally constructed of aluminum with an extruded aluminum frame and an aluminum outer door skin. The forward cab door opening shall be a minimum of 37" wide and the rear cab door opening shall be a minimum of 37" wide. The rearward cab doors shall have a radius cutout allowing the door opening to protrude forward over the cab wheel well, while providing full access to the rear crew area. There shall be a heavy duty, piano type, stainless steel hinge on each door of a minimum pin diameter of 3/8". Hinges shall be slotted for ease of horizontal and vertical adjustment. There shall be a cab door seal and the doors shall close flush with the side of the cab. A heavy duty 6" wide belting material shall be utilized to prevent the cab doors from opening greater than 90 degrees.

CAB DOOR INSULATION

QTY: 1

A 1/4" insulation panel shall be installed in each cab door. This insulation panel shall provide an additional acoustical barrier as well as help with heating/cooling properties of the apparatus.

HIDDEN WEATHER STRIP

QTY: 1

The cab doors shall be equipped with a weather strip seal track on the lower portion of the door. Bolt-on tracks shall be provided to allow for a snap-on replaceable weather stripping to be changed easily and shall be fastened in place with nutserts to ensure longevity.

CAB DOOR LATCHES

QTY: 1

Heavy-duty, bright finish cast paddle latches shall be provided on the interior and exterior of each cab door.

Door latch mechanisms which utilize spring steel clamps shall not be considered due to their tendency to both rust and break.

The interior door latch cables/rods are to be designed to reduce adjustment or possible wear at the adjustment turnbuckles.

KEY MODEL #751

QTY: 1

The specified door lock cylinder/s shall be equipped with #751 key/s.

ELECTRIC WINDOWS, FOUR (4) DOORS, MFD, X-MFD, LFD

QTY: 1

Each side cab door shall have a tinted retractable window,

The window track shall be designed into the door frame extrusion, which shall be extruded with a track groove to house a window track and seal.

The window shall be capable of being removed from an access slot designed in the bottom of the door frame.

All side cab doors shall be equipped with electrically operated windows.

Power window controls shall be provided either on the dash panel. **Same as GSO 9418**

The control for each rear door shall be a rocker type, automotive style switch located on the inside door panel within easy reach.

CAB DOOR WINDOW SILL PROTECTION

QTY: 1

Brushed stainless steel protection caps shall be provided on each door interior window sill.

The caps shall be fabricated from 18-gauge brushed stainless steel and cover from the window edge down over the sill and meet the inner door panel top edge.

DOOR PANELS

QTY: 1

The cab door interior panels shall be covered with a brushed stainless steel panel, at full height.

The panel shall be 16 gauge stainless steel with a brushed finish and shall be designed to allow easy access to the inner door.

REFLECTIVE MATERIAL ON INTERIOR OF DOOR PANEL 4-DO

QTY: 1

Each interior cab door panel shall be equipped with reflective,

Reflective material that shall cover at least 96 in.

Note: This material shall be the same reflective material and color used on the rear of the body chevron.

INNER DOOR PANEL TO BE THREE (3) PIECE DESIGN

QTY: 1

The inner door panel shall be designed as a three (3) piece panel to allow easy access to the door latching mechanism, electrical components or the window mechanism without disassembling the entire door.

POLISHED S/S SCUFF PLATES @ EACH CAB DOOR FRAME

QTY: 1

A polished stainless steel trim plate shall be provided rearward of each cab door opening to protect the vertical cab corner rearward of the door opening and on the cab door striker posts to protect the cab paint when exiting and entering the cab.

WINDSHIELD

QTY: 1

A two piece, symmetrical, safety glass windshield shall be provided on the cab for the driver and officer providing a clear viewing area.

The windshields shall be full width to the center of the front cab support for each side and provide the occupants with a panoramic view.

To provide enhanced peripheral vision on each side of the cab, the windshield and cab structure shall be designed with radius corners, which provide a minimum of 8" of glass area, measured from the glass face to the side edge near the door post.

The windshield shall consist of three (3) layers; the outer light, the middle safety laminate and the inner light.

The thick outer light layer shall provide superior chip resistance, the middle safety laminate layer shall prevent the windshield glass pieces from detaching in the event of breakage and the inner light shall provide yet another chip resistant layer.

The windshield will be a contour design with 3244 sq. in. of area for improved visibility and style.

The windshield glass shall be designed so it can be used on either the driver or officer side.

Single piece windshields that utilize epoxy or that are bonded to the cab structure shall not be acceptable.

WINDSHIELD WIPERS & WASHERS

QTY: 1

Dual, electric operated, pantographic type windshield wipers shall be provided.

One (1) electric drive motor shall be provided for each wiper.

Wipers shall have "HI/LO" and "INTERMITTENT" operating speeds. "HI/LO" speeds shall be controlled by a steering column control, within the turn signal control stem.

"INTERMITTENT" operation shall be controlled by a twist switch within the control on the steering column.

The wipers shall be of the self-parking type.

Windshield washers shall be electric operated wet-arm type with a 1/2 gallon washer fluid reservoir, mounted behind a hinged access door in the officer side front cab step well area. The fluid level shall be visible through a cutout in the access door. This door shall be secured with two thumb latches.

The washer control shall be integral with the intermittent wiper control switch.

There shall be individual removable panels on the front face of the cab for access to the wiper motor assemblies.

Windshield wipers shall survive testing in excess of 3 million cycles in accordance with section 6.2 of SAE J198 "Windshield Wiper Systems – Trucks, Buses and Multipurpose Vehicles".

The bidder shall certify that the wiper system design has been "Third party tested" and that the wiper system has met this criteria.

SIDE VIEWING WINDOWS

QTY: 1

A fixed, tinted window with 620 sq. in of glass area shall be provided on each side of the cab behind the forward cab doors.

This window will be the same height as the window in the rear cab door for maximum visibility.

OFFICER'S SIDE CAB STEP WELL COMPARTMENT

QTY: 1

A watertight removable storage compartment will be provided in the officer's side cab step well. The compartment will be designed with minimum dimensions of 25" wide x 14" deep x 14" high. A drop down door will have a stainless steel recessed large "D" handle with twist-type single point cam locks, easily operable with a gloved hand. A horizontally hinged, 1/8" aluminum tread plate door will be provided with a full length, heavy-duty, stainless steel, piano-type hinge and stainless steel pin. The hinge pin will be secured to prevent creeping. The compartment will not be louvered for ventilation. One (1) Amdor Luma Bar LED strip light will be provided in this compartment and activated when the door is opened.

DARK TINT WINDOWS

QTY: 1

The windshield and the forward cab door glass shall be provided with standard DOT, green automotive tint.

If provided, the side cab windows to the rear of the front doors, the rear cab door windows, and any rear viewing windows shall be equipped with a dark, automotive tint.

CAB GRAB RAILS EXTERIOR

QTY: 1

Hansen 1-1/4" diameter x 28" long, knurled bright anodized aluminum handrails shall be provided.

There will be one (1) at each cab door entrance.

Grab rail stanchions shall be chrome plated and offset when necessary to prevent "hand-pinching" when opening or closing the doors.

Formed rubber gaskets shall be provided between each stanchion base and the cab surface.

CAB GRAB HANDLES, INTERIOR

QTY: 1

Grab rails shall be provided to assist in entry and exiting of the cab. Each grab rail shall be a cast aluminum "D" style handle that shall have a wheelabrated finish and shall be located in the following locations:

- One (1) 11" long, horizontally mounted on each front cab door on the interior door panel
- One (1) 11" long, horizontally mounted on each rear cab door on the interior door panel

INTERIOR A & C POST GRAB HANDLES-BALL-BURNISHED

QTY: 1

Three (3) 12" long, vertically mounted, one (1) on the driver's side cab interior on the "A" post and one (1) each side of the cab interior on the "C" post in the crew area.

INTERIOR A POST GRAB HANDLE - OFFICER'S SIDE

QTY: 1

A grab rail will be provided on the officer's side "A" post to assist the officer when entering the cab.

FRONT CAB GRILLE

QTY: 1

A square mirror finished stainless steel grille shall be installed to allow for maximum air flow to the charge air cooler and the radiator. The top of the grille will have a flat area for the manufacturers emblem.

A four (4) inch wide solid band shall extend across the middle of the grill for lettering or lighting options.

SIDE CAB GRILLES

QTY: 1

Two (2) rectangle, mirror finished stainless steel air inlets/outlets shall be provided horizontally above the wheel well opening, one on each side of the cab.

The grilles shall be equipped with a mesh screen to serve as a secondary ember separator.

The design shall permit proper ducting of air through the engine compartment and cooling system.

This system shall be such that particles larger than .039 inches (1 mm) in diameter cannot reach the air filter element.

CAB EXTERIOR REAR WALL

QTY: 1

A bright finish tread plate overlay shall be provided over the entire exterior rear cab wall.

The tread plate overlay shall be sealed with caulking around the edges to prevent moisture from getting between the cab and the overlay.

CAB WHEEL WELL LINERS - ALUMINUM

QTY: 1

The front cab, wheel wells shall be equipped with fully removable bolt-in aluminum inner wheel well liners.

The liners shall extend full depth into the truck frame.

The completely washable wheel well liners shall be designed to protect the cab substructure, inner panels, and other miscellaneous installed components from road salts, debris, dirt accumulation and corrosion.

MOLDED BLACK RUBBER CAB FENDERETTES

QTY: 1

The cab, wheel well openings shall be trimmed with replaceable, bolt-in, molded black rubber fenderettes.

The fenderettes shall be secured to the cab with stainless steel, threaded fasteners along the internal perimeter of the wheel well.

Rubber welting shall be installed between the fenderettes and the cab side panel.

FRONT MUD FLAPS

QTY: 1

Heavy duty, black rubber type mud flaps shall be provided behind the front wheels.

CAB MIRRORS

QTY: 1

Two, (2) Velvac V-MAX III mirrors shall be furnished, one (1) on each side of the cab. The mirrors shall be mounted to provide enhanced visibility and a reduced, overall cab width. The driver side mirror, model 717337, shall be mounted on the cab door with a chrome, Revolution, mounting elbow.

The officer side mirror, model 717336, shall be mounted on the cab radius with a chrome mounting elbow and a 17" arm.

Each head will be electrically heated and motorized flat mirror with controls on the driver's lower wing panel.

MIRROR CONTROL

QTY: 1

In addition to the switches on the driver's lower wing panel, the mirror position and heat (if applicable) controls shall be programmed into the multiplex control screen.

DOOR WIDTH, X-MFD, LFD & X-LFD - 100" SS

QTY: 1

Cab Entry Door Width Dimensions:

- Forward door opening 37" wide
- Rear door opening 37" wide

Cab Entry Step Dimensions:

- Forward door recessed step 29 3/4" wide x 8-1/2" deep
- Rear door recessed step 25 3/4" wide x 8-1/2" deep

INTERIOR TRIM- DARK GRAY VINYL

QTY: 1

The cab interior shall be constructed to create an ergonomically designed interior to be user friendly and functional for the driver and officer.

The forward overhead panel shall be a fabricated module, which shall have six (6), 3" diameter, adjustable, windshield defroster/heat vents and four (4) comfort vents.

All interior upholstery panels shall be dark gray in color.

The upholstered cab overhead and side wall portions shall utilize vinyl upholstery with padding underneath to provide additional insulation.

INTERIOR CAB WALL DARK GRAY VINYL

QTY: 1

The interior rear wall of the cab shall be covered with dark gray vinyl for durability and shall match the other upholstered areas of the cab.

CAB FLOORING

QTY: 1

The floor of the driver's compartment and the floor of the crew area shall be lined with Baryfol vinyl composite flooring to comply with NFPA noise and heat requirements.

ACOUSTICAL INSULATION

QTY: 1

One (1) inch thick acoustical insulation shall be provided on the cab roof, rear and side walls of the cab.

This material shall be fitted between the cab structural members and secured with adhesive to provide an insulation barrier for noise and heat.

TREAD PLATE FOOT PADS ON FLOOR

QTY: 1

An tread plate foot pad shall be provided at each seating position.

This foot pad shall be overlaid on top of the standard flooring.

ADDITIONAL CAB FLOOR INSULATION

QTY: 1

Premium soundproofing/insulation material will be installed below the entire cab floor. Barymat BTRLAX3-14BY will be installed in these areas. To ensure a clean, smooth surface, this material will be retained by flat aluminum panels fastened to studs that are welded to cab as needed. These panels will be removable. Any gaps in this insulation barrier will be sealed with 3M #425 aluminized high temperature tape

ENGINE ENCLOSURE ACCESS

QTY: 1

A composite, hinged access door shall be provided in the top rearward portion of the engine enclosure. The door shall allow access to the engine oil, transmission fluid, power steering fluid level dipsticks. The access door shall be provided with a flush mounted latch. The underside of the access door shall be insulated.

HD SOUNDPROOFING/ INSULATION PACKAGE UNDER ENGINE

QTY: 1

The underside of the engine enclosure shall be overlaid with Milcut, MilShield insulation. MilShield can withstand temperatures up to 1300°F. To ensure a clean, smooth surface, this material shall have a heavy aluminum foil covering and shall be retained by aluminum panels fastened to the cab structure as needed. Any gaps in this insulation barrier shall be sealed with 3M #425 aluminized high temperature tape.

HD SOUNDPROOFING/INSULATION BETWEEN UPHOLSTERY

QTY: 1

To further reduce the noise and heat levels inside the cab, 1/4" foam upholstery material shall be installed on all interior surfaces of the engine enclosure, below the upholstery material.

ENGINE ENCLOSURE OVERLAY MATERIAL

QTY: 1

The forward portion of the engine enclosure shall be covered with vinyl material formed overlay to match the balance of the cab interior. To allow maximum "elbow room" for the driver and officer, the forward portion of the engine enclosure shall feature a contour shape. The engine enclosure shall not significantly obstruct the driver's vision in any direction. The enclosure shall be an integral part of the cab structure, which shall be constructed from material providing adequate strength to support radio, map boxes, etc.

The engine enclosure shall be insulated to protect from heat and sound. The noise insulation shall keep the DBA level within the limits stated in the current NFPA series 1901 pamphlet.

BRUSHED S/S SCUFF PLATES DS

QTY: 1

A brushed stainless steel scuff plate shall be provided on the vertical surface of the driver side engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.

BRUSHED S/S SCUFF PLATES OS

QTY: 1

A brushed stainless steel scuff plate shall be provided on the vertical surface of the officer side engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.

STORAGE COMPARTMENTS BETWEEN REAR SEATS

QTY: 1

Two (2) storage modules located between the three forward facing crew seats will be provided. There will be one (1) fixed shelf sixteen (16) inches from the floor with a one (1) inch upward return (lip) at the front. The lower section will also have a one (1) inch upward return (lip) to prevent items from sliding out while driving.

The module will be fabricated from 1/8" smooth aluminum and painted to match the cab interior color. Approximate dimensions: 25.75"H x 8"W x 20"D. This design will match what was provided in the previous Corona, CA apparatus,

TREADPLATE SCUFF PLATES REAR

QTY: 1

An tread plate scuff plate shall be provided on the vertical surface of the rear engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.

SUN VISORS

QTY: 1

To provide maximum protection for the driver and officer, two (2) padded vinyl sun visors shall be mounted in the cab overhead on each side.

OVERHEAD PANEL, FABRICATED CENTER THREE WING PANEL

QTY: 1

An overhead console with a center three piece removeable panel assembly shall be provided on the cab roof between the driver and officer to permit installation of the multiplex smaller sized control screens and other components as space allows.

The overhead console shall be painted to match the interior of the cab.

The overhead console shall not obstruct the driver's vision through the officer's side window.

SEAT AND SEAT BELT ANCHOR TESTING

QTY: 1

Each seat belt anchor shall be tested to withstand 3,000lbs of pull on both the lap and shoulder belt in accordance with FMVSS 210 section 4.2.

Each seat mounting position shall be tested to withstand 20G's of force in accordance with FMVSS 207 section 4.2(c).

Both tests shall be performed and verified at a third party testing and evaluation center.

STORAGE COMPARTMENTS UNDER FRONT SEATS

QTY: 1

There shall be a compartment provided under each front seat.

Each compartment shall be accessible from the front of the seat riser when the door is opened.

DRIVERS SEAT, VALOR AIR SUSPENSION, ABTS

QTY: 1

The driver's seat shall be a Valor, air suspension, race back bucket ABTS LH seat.

The seat shall have a contoured and padded seat cushion with adjustable lumbar support.

The seat shall have a horizontal, slide adjustment and a vertical height adjustment with an adjustable back recline.

The seat air suspension shall be pneumatically controlled from a switch on the forward, lower edge of the seat.

The seat shall be equipped with a red, integrated, 3-point shoulder harness with a lap belt, and a dual retractor belt configuration.

It should have ready reach built into the seat assembly.

OFFICERS SEAT, VALOR - AIR SUSPENSION, ABTS

QTY: 1

The officer's seat shall be a Valor air suspension, ABTS RH, bucket seat.

The seat shall have a contoured and padded seat cushion with adjustable lumbar support.

The seat shall have a horizontal slide adjustment and a vertical height adjustment with adjustable back recline.

The seat air suspension shall be pneumatically controlled from a switch on the forward, lower edge of the seat.

The seat shall be equipped with a red, integrated, 3-point shoulder harness with lap belt, and a dual retractor belt configuration with ready reach built into the seat assembly.

ADJUSTABLE SEAT BELTS

QTY: 1

The rear forward facing seating positions shall be furnished with three-point, shoulder-type seat belt with a single retractor, (non ABTS) that shall include ADM, a height adjustment for the belt's "D" loop assembly. This adjustment shall optimize the seat belt's effectiveness and the firefighter's comfort.

(3) - VALOR BUCKET ABTS FORWARD FACING, CENTER

QTY: 1

Three (3) center inboard forward facing crew seats shall be provided. Each seat shall be a Valor ABTS bucket seat. The seats shall have a contoured and padded seat cushion.

The seats shall be equipped with an integrated, red in color, 3-point shoulder harness with a lap belt, and a dual retractor belt configuration with Ready Reach built into the seat assembly.

FORWARD FACING SEAT/S, CENTER

QTY: 1

The three (3) forward facing crew seats shall have a flip-up style seat.

FORWARD FACING SEAT RISERS

QTY: 1

The three (3) forward facing seats, will each be mounted on a aluminum riser that will be mounted on the driver, center and officer positions of the cab. The risers will match the interior of the cab and will be open on all sides.

SEAT ADJUSTMENT NOTICE

QTY: 1

If equipped, adjustable seats may be limited by outside factors such as optional installed equipment (ie. ems compartments, battery chargers, SCBA cylinder brackets) and seat placement.

LARSEN HELMET HOLDERS

QTY: 1

Three (3) Larsen Industries helmet holders will be provided, one (1) dual helmet holder, and two (2) single helmet holders.

VALOR SEATING MATERIAL - BLACK CORDURA

QTY: 1

The seats shall be upholstered with Black Cordura material with black stitching as provided by Valor.

VEHICLE DATA RECORDER

QTY: 1

A Class 1 Vehicle Data Recorder (VDR) system shall be provided.

The system shall include an NFPA compliant, "Black Box" with reporting software that shall be capable of data storage to coincide with the NFPA requirements.

Data storage capabilities shall include interfaces with the following systems:

- Display module (Master Optical Warning Device)
- VDR, date time stamp
- Max Vehicle speed (MPH)
- Vehicle acceleration / deceleration (MPH/Sec.)
- Engine Speed (RPM)
- ABS event
- Data password protected
- Data sampled once per second, in 48-hour loop
- Data sampled min by min for 100 engine hours
- Throttle position (% of Throttle)
- Data software
- PC / Mac Compatible
- Data summary reports

The VDR data shall be downloadable by USB cable to a computer using either Microsoft or Apple operating systems.

SEAT BELT WARNING SYSTEM

QTY: 1

The apparatus shall be equipped with a Class 1, seat belt warning system.

The system shall consist of a seat belt module and shall display the seating positions through the main, UltraView screen.

FIVE (5) SEATING POSITIONS

QTY: 1

Seat belt and seat cushion sensors shall be provided on the five (5) specified seating positions.

BRUSHED S/S SCUFF PLATES FOR SEAT BELT RECEIVERS

QTY: 1

Scuff plates shall be installed behind the seat belt receiver. The scuff plates shall be made from brushed stainless steel and be attached to the dog house.

DELETE - 4FRONT - FRONTAL AIR BAG SYSTEM

QTY: 1

EXTERNAL CAB EMS COMPARTMENT, DS

QTY: 1

An externally accessible storage compartment shall be mounted in the cab in lieu of the driver's side rearward facing crew seat.

The compartment shall be approximately 23 7/8" deep x 41 3/4" high x 22 3/4" wide.

The door opening shall be approximately 35 7/8" high x 20" wide.

The compartment shall be constructed of aluminum and painted to match the interior color of the cab.

Lastly, it shall be equipped with a hinged flush mount door hinged at the front of the compartment and an internal ROM roll up door with a satin finish.

The exterior door shall be held in the open position by a gas shock, stay arm.

COMPT DS INTERIOR W/MULTISPEC WHITE MARBLE STONE

QTY: 1

The interior of the compartments shall be finish painted with Multispec #7247 White Marble Stone scuff resistant paint to provide a protective application over all of the compartment interior surfaces.

LIGHTING

QTY: 1

The EMS compartment shall be equipped with an Amdor LED interior light(s).

The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

EXTERNAL CAB EMS COMPARTMENT, OS

QTY: 1

An externally accessible storage compartment shall be mounted in the cab in lieu of the officer's side rearward facing crew seat.

The compartment shall be approximately 23 7/8" deep x 41 3/4" high x 22 3/4" wide.

The door opening shall be approximately 35 7/8" high x 20" wide.

The compartment shall be constructed of aluminum and painted to match the interior color of the cab.

Lastly, it shall be equipped with a hinged flush mount door hinged at the front of the compartment with a painted finish and an internal ROM roll up door with a satin finish.

The exterior door shall be held in the open position by a gas shock stay arm.

COMPT OS INTERIOR W/ MULTISPEC, WHITE MARBLE STONE

QTY: 1

The interior of the compartments shall be finish painted with Multispec #7247 White Marble Stone, scuff resistant paint to provide a protective application over all of the compartment interior surfaces.

LIGHTING

QTY: 1

The EMS compartment shall be equipped with A Amdor LED interior light(s).

The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

ADJUSTABLE SHELVE(S)

QTY: 1

A adjustable shelf shall be provided in the EMS compartment. The shelf shall be constructed from 3/16" brush aluminum mounted to uni-strut tracking material.

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QTY: 1

A adjustable shelf shall be provided in the EMS compartment. The shelf shall be constructed from 3/16" brush aluminum mounted to uni-strut tracking material.

KEYED LOCK FOR EMS COMPARTMENT

QTY: 1

The EMS compartment door shall be equipped with a keyed lock.

KEYED LOCK FOR EMS COMPARTMENT

QTY: 1

The EMS compartment door shall be equipped with a keyed lock.

OFFICER FOLD DOWN FOOT REST

QTY: 1

A fold down foot rest shall be provided on the firewall electrical access panel, in front of the officer's seating position.

The foot rest shall be designed with a 14" wide x 3" deep foot rest plate.

COMPUTER TERMINAL IN FRONT OF OFFICER

QTY: 1

There shall be a flat working surface area in front of the officer.

HEATER/DEFROSTER & ACCESSORIES

QTY: 1

A climate-control system shall be provided for total cab environmental comfort as well as provide heat, cooling and defrost capabilities to various areas in the cab.

The system shall consist of a single evaporator unit, mounted in the center overhead of the cab.

The ceiling mounted external evaporator/heater unit shall include the following:

- Heavy-duty, high output blower.

- High efficiency coil that includes "rifled" tubing and oversized header tubes for maximum refrigerant distribution.
- Four (4) 2" diameter, adjustable louvers; two (2) each side of the cab overhead, facing the driver and officer seat positions.
- Six (6) larger louvers evenly spaced, forward of the overhead assembly, facing the windshield.
- Multi-vent defroster louvers positioned above the windshield will provide adequate airflow for windshield defrost.
- Four (4) lower vents shall be provided, one (1) below the driver and officer seat positions and one (1) under each outboard rear facing crew seat.
- Twelve (12) vents shall be provided on the HVAC unit for crew comfort.
- Damper controls shall be pneumatically operated to provide air discharge to the windshield, front overhead air discharge louvers as required.
- An adjustable electric water valve to control the amount of heat.
- Housing shall be fully insulated and enclosed.
- BTU: 63,200 A/C
- BTU: 78,000 Heat
- CFM: 680 Heat as mounted in the cab
- CFM: 680 A/C as mounted in the cab

The ceiling mounted evaporator unit/s shall be designed with an ergonomically designed cover to provide maximum headroom and a pleasing appearance with a crinkle coat texture and include a deep well condensate collection pan, which shall be drained by a gravity system into the rear corners of the engine compartment utilizing stainless steel drain poles.

Evaporator units shall be mounted on the cab roof, enclosed by aluminum panels painted white. The evaporator louvers and controls shall penetrate the cab roof into occupant compartments to the least extent practicable. Evaporator units shall be mounted on the cab ceiling, enclosed by a black painted aluminum cover.

A serviceable foam intake filter shall be installed on the rear of the evaporator.

All defrost/heating systems will be plumbed with one (1) seasonal shut-off valve mounted in the officer side wheel well area.

A 12-volt roof top dual condenser shall be mounted on the cab roof. The condenser shall be designed with high performance, long life fan assemblies with sealed housings and shaft. The condenser and coil design shall include rifled tubing for maximum efficiency. Each coil shall be painted black. The condenser unit must include a receiver drier with a high and low pressure switch. The wire harness shall include necessary wiring for the clutch circuit as well as a separate power relay circuit.

Mounting design shall enable easy servicing of all components and unit replacement if necessary.

The system shall utilize one (1) Valeo TM-31 HD engine mounted compressor driven by a Poly "V" serpentine belt installed in accordance with the manufacturer's requirements. The system shall use R134a refrigerant. The air conditioner lines shall be EATON GH001 EverCool SAE J2064 Type E hose secured using EATON E-Z Clip system components.

Air conditioning hoses shall be #10 hose for discharge and #12 hose for suction with steel hose and end fittings provided at the compressor. The heater hose installation shall not incorporate a copper tube manifold.

The air conditioning system shall be configured to only operate when the vehicle's engine is running. The blowers, in both evaporators, shall be in operation whenever the air conditioning system is activated.

Heater-defroster shall have a three-speed electric fan with illuminated controls. The controls system shall actuate the air-distribution system with air cylinders, which are to be separated from the air brake system by an 85-90 psi pressure protection valve.

The 12-volt system for the air conditioners shall have first priority to be load managed.

The heater/defroster unit shall clear the windshield in half-the-time required by SAE standards.

PAINT ROOF MOUNTED CONDENSOR

QTY: 1

The roof mounted, air conditioning, condenser housing(s) shall be painted to match the cab roof color.

TREAD PLATE OVERLAY ON ROOF MOUNTED CONDENSOR

QTY: 1

The roof mounted air conditioning condenser housing shall have a tread plate overlay on the top of the unit.

HVAC CONTROLS

QTY: 1

HVAC controls shall be provided on the driver's overhead wing panel, consisting of a mode selector control, front fan speed, rear fan speed, air conditioning on/off and temperature range selection.

The controls shall be clearly labeled, adequately backlit.

The multiplex system control screen shall also contain all controls for the cab HVAC control system.

CAB TILT SYSTEM

QTY: 1

A hydraulic cab lift system shall be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves.

The cab tilt mechanism shall be custom designed for ease of maintenance and consist of two (2) hydraulic cylinders connect to the cab and the frame assembly.

Hydraulic lines shall be rated at 20,000 PSI burst pressure.

The hydraulic cylinders shall be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

Hydraulic cylinders shall be detachable to allow removal of the engine for major service.

A remote cable operated mechanical cylinder stay bar and release shall be provided to insure a positive lock in the tilted position.

The two (2) rear cab latches shall be of the hydraulic pressure release, automatic re-latching type and provide an automatic positive lock when the cab is lowered.

The tilt pump shall be electric over hydraulic type, with a pressure rating of not less than 4,000 PSI. Additionally, the cab tilt device shall be both electrically and hydraulically interlocked to prevent inadvertent activation of the cab tilt system.

- A "CAB NOT LATCHED" indicator shall be provided in the cab dash-warning cluster.

- A dual switch control system shall be provided for the cab tilt, located on the passenger side of the vehicle or on the optional tether control. System shall consist of two (2) position toggle switch along with a rubber covered push button momentary switch, which must be activated for the cab to raise or lower.

MANUAL CAB TILT

QTY: 1

An auxiliary, manual cab, lift backup system shall be furnished inside the passenger side of the pump enclosure or front compartment for use in the event of total electrical shutdown.

The removable handle shall be provided as loose equipment.

SECONDARY SAFETY LOCK

QTY: 1

A secondary, swing down, safety bar shall be applied to the driver side cab tilt cylinder with a manual lock to engage the lock, as required for extended service operations.

PARKING BRAKE/CAB TILT INTERLOCK

QTY: 1

The cab tilt control shall be equipped with an interlock.

This shall disable the cab tilt system in the event the parking brake is not applied.

FRAME ASSEMBLY

QTY: 1

The chassis frame shall be assembled in its entirety at the manufacturer's facility. This will prevent any split responsibility in warranty or service.

The frame shall consist of two (2) channels, fastened together by cross members. All structural fasteners used in the frame shall be Grade 8 hardware. Hardened steel washers shall be used under all bolt heads and nuts to avoid stress concentrations. Top flange shall be free of bolt heads. All spring hangers shall be machined, steel castings. Frame assemblies that are welded or assembled with Huck type fasteners are not acceptable.

Each main frame rail shall be 10-1/4" x 4" x 3/8", fabricated from Domex 110,000 PSI minimum yield steel, with a minimum section modulus of 18.396 cu in. and a resisting bending moment (RBM) of 2,023,560 inch pounds. Frames are built for the specific apparatus under construction so that no unnecessary holes or modifications are made to the frame assembly.

The chassis frame assembly, consisting of frame rails, cross members, axles, and steering gear(s), shall be finish painted before installation of any electrical wiring, fuel system components, or air system components. All components or brackets fastened to the frame rails shall be cleaned, primed, and painted prior to being attached to the frame rails.

FRONT BUMPER

QTY: 1

A 10" high by full width, two (2) ribbed, bright finish, stainless steel front bumper shall be provided.

The bumper shall be wrap design to match the contour of the front cab sheet.

FRONT BUMPER EXTENSION

QTY: 1

The bumper shall be extended 16" with a polished aluminum, tread plate, gravel shield enclosing the top and ends.

CENTER WELL

QTY: 1

One (1) storage well constructed of 1/8" aluminum shall be installed in the gravel shield. This storage well shall be center mounted between the chassis frame rails. The bottom of the storage well shall have a minimum of four (4) drain holes.

ONE (1) HINGED, LATCHED, TREAD PLATE COVE

QTY: 1

One (1) hinged, latched, aluminum, tread plate cover shall be installed on the storage well located in the center of the bumper extension.

DRI-DEK MATERIAL IN CENTER WELL

QTY: 1

The center storage well shall be equipped with Dri-Dek material to provide drainage and ventilation of equipment in storage well.

CENTER WELL - HOSE CAPACITY

QTY: 1

The center storage well shall have the desired capacity of:

CENTER WELL - 100 FEET OF 1-3/4" HOSE

QTY: 1

100' of 1 3/4" hose

TOW EYES

QTY: 1

Two (2) front steel, tow eyes shall be fastened directly to the bumper support structure, extended above the bumper through the tread plate gravel shield.

The tow eyes shall be fastened with grade 8 bolts and nuts.

FRONT AXLE

QTY: 1

The Steertek NXT front axle beam shall be rated to carry 20,000 lbs. and consist of a fabricated box cross section construction with 100ksi plate and a continuous beam architecture to minimize stress points for added durability.

The axle shall incorporate a removable kingpin feature for ease of kingpin serviceability. The knuckles shall allow for compatibility with disc brakes mounted at the 12 o'clock position and with drum brakes, and allow for wheel cut up to 45 degrees. They shall also utilize premium kingpin bushings and seals to provide enhanced protection from the elements to improve bushing life. Oil seals with viewing window shall be provided.

The suspension shall consist of multi-leaf parabolic springs rated at 20,000 lbs with double wrapped front eye that are packaged within an integrated clamp group that allows for ease of OEM assembly on to the axle beam and reduced part count. The clamp group bolts are tightened on the top of the clamp group opposed to the traditional U-bolt on the bottom making it easier to access with a torque wrench for servicing. The spring shall also include a lower shock attachment with an upturned eye. The springs will contain threaded pin bushings to allow simplification of spring alignment as well as long service life and improved ride quality. The suspension and spring geometry will be optimized to provide improved bump steer and Ackermann. Two ZF Sachs twin-tube shocks shall be provided with the front suspension assembly. The shocks shall be specially developed for parabolic leaf springs with a digressive characteristic curve using a patented piston system. The shocks shall feature multi-stage piston and base

valves. The combination of valves shall achieve the desired damping characteristics that are ideal for the application.

Meritor EX-225 H, 17" disc brakes shall be provided for the front axle.

The front brakes shall be full air actuated with automatic, slack adjustment.

STEERING SYSTEM

QTY: 1

A dual power steering system shall be provided utilizing a Sheppard model #M110 main steering gear on the driver side of the chassis and a Sheppard model #M90 steering gear on the officer side of the chassis.

The power steering gear on the officer side of the chassis shall increase performance in turning the officer side wheel assembly, reducing loads and forces on the main gear and components.

The steering system shall be designed to maximize the turning capabilities of the front axle no matter the rating and tire size.

The use of a power assist cylinder on the officer side of the chassis is NOT ACCEPTABLE on front axles of this capacity.

The system shall be designed utilizing an engine driven hydraulic pump, with a maximum operating pressure of 2000 PSI.

Steering system components shall be mounted in accordance with the steering gear manufacturer's instructions.

STEERING COLUMN

QTY: 1

The steering column shall be a "Douglas Autotech" tilt and telescope column.

A lever mounted on the side of the column shall control the tilt and telescope features.

The steering shaft from the column to the miter box shall have a rubber boot to cover the shaft slip and a second rubber boot to seal the passage hole in the floor.

There shall be a ergonomically designed, self-canceling lever, that shall control the following functions:

- Left and right turn signals
- High beam activation
- Two speed with intermittent windshield wiper control
- Windshield washer control

18" STEERING WHEEL

QTY: 1

The steering wheel shall be a four (4) spoke, vinyl padded, minimum 18" diameter, with a center hub mounted horn button.

REAR AXLE

QTY: 1

Rear axle shall be a single, Meritor RS-23-186 with a capacity of 24,000 lbs.

(Minimum). Axle shall be a single reduction type and have a gear ratio as required.

Oil seals shall be provided as standard equipment.

REAR BRAKES

QTY: 1

Meritor EX-225 H, 17" disc brakes shall be provided for the rear axle.

The rear brakes will be full air actuated with automatic, slack adjustment.

VEHICLE TOP SPEED NFPA STATEMENT

QTY: 1

The rear axle/s (will/shall) be geared for a vehicle top speed in accordance with NFPA sections 4.15.2 and 4.15.3.

Units with GVWR over 26,000 pounds (will/shall) be limited to 68 mph. If the combined tank capacity is over 1250 gallons of foam and water or the GVWR is over 50,000 pounds, the vehicle top speed (will/shall) be limited to 60 mph or the fire service rating of the tires, whichever is lower.

REAR SUSPENSION

QTY: 1

A Hendrickson, "FIREMAAX" model #FMX-242, air ride suspension shall be provided for the single rear axle.

The suspension shall have a weight rating equal to the rear axle weight rating up to 24,000 pounds.

FRONT WHEELS

QTY: 1

The front wheels shall be 22.5" x 12.25" ten stud, hub piloted, polished aluminum disc type.

FRONT TIRES

QTY: 1

The front tires shall be Michelin 425/65R22.5, "20 Ply", tubeless, radial XZY3, wide base mixed tread.

The tires shall be fire service rated up to 24,396 lbs and shall have a top speed of 65 mph when inflated to 120 psi.

REAR WHEELS

QTY: 1

The single, rear axle wheels shall be 22.5" x 8.25" ten stud, hub piloted, disc type.

The inner wheels shall be painted steel, the outer wheels shall be polished aluminum.

REAR TIRES

QTY: 1

The rear tires shall be Michelin 12R22.5, "16 Ply", tubeless, radial, X Works Z, traction tread.

The tires shall be fire service rated up to 29,020 lbs and shall have a top speed of 65 mph when inflated to 120 psi.

TIRE PRESSURE MONITORING

QTY: 1

Each tire shall be equipped with an LED tire alert pressure management system (Vecsafe equal) that shall monitor tire pressure. A chrome plated brass sensor shall be provided on the valve stem of each tire.

The sensor shall calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi.

The sensor shall activate an integral battery operated LED when the pressure of that tire drops 8 psi.

AIR BRAKE SYSTEM

QTY: 1

A dual circuit, air operated braking system, meeting the design and performance requirements of FMVSS -121 and the operating test requirements of NFPA 1901 current edition shall be installed.

The air system shall provide a rapid air build-up feature and low-pressure protection valve with light and buzzer, designed to meet the requirements of NFPA 1901, current edition.

ABS SYSTEM

QTY: 1

An Anti-Skid Braking System (ABS) shall be provided to improve braking control and reduce stopping distance. This braking system shall be fitted to all of the axles. All electrical connections shall be environmentally sealed, water, weatherproof, and vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel shall transmit wheel speed data to an electronic processor which shall sense approaching wheel lock causing instant brake pressure modulation up to 5 times per second in order to prevent wheel lockup. Each wheel shall be individually controlled.

To improve service trouble shooting, provisions in the system for an optional diagnostic tester shall be provided. The system shall test itself each time the vehicle is started. A dash-mounted light shall go out once the vehicle has attained 4 mph after successful ABS start-up. A warning light shall signal malfunction to the operator. The system shall consist of a wheel mounted toothed ring, sensor, sensor clip, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the toothed ring.

The system shall also control application of the auxiliary engine exhaust or drive line brakes to prevent wheel lock.

AIR RESERVOIRS

QTY: 1

There shall be a minimum of three (3) air reservoirs installed in conformance with best automotive practices.

An additional 800 cu. in. air reservoir shall be provided for an air manifold.

Reservoir capacity total shall be a minimum of 5500 cubic inches.

A pressure protection valve shall be installed to prevent the use of air horns or other air operated devices should the air system pressure drop below 80 psi (552 kPa).

The air reservoirs shall be color coded to match the air lines for easy identification, maintenance, and troubleshooting.

The reservoirs shall be painted the following colors:

- Wet Tank Black
- Primary Tank Green
- Secondary Tank Blue

- Auxiliary Tank(s) Yellow.

AUTOMATIC MOISTURE EJECTORS - ALL TANKS

QTY: 1

There shall be Haldex automatic moisture ejectors on all air tanks.

1/4 TURN DRAIN VALVES SIDE OF BODY

QTY: 1

For ease of daily maintenance, each air system reservoir shall be equipped with a brass 1/4 turn drain valve.

The brass, quarter turn, air tank drains shall be remotely mounted to the side of the body on a labeled panel just forward of rear wheel for ease of maintenance.

HEATED AIR DRYER

QTY: 1

A Bendix AD-9, 12 volt, heated air dryer shall be furnished.

An automatic, moisture ejector on the primary or wet tank shall also be furnished.

COLOR CODED BRAKE LINES

QTY: 1

The entire chassis air system shall be plumbed utilizing reinforced, Synflex air lines, which shall be equipped with quick release type fittings.

All of the airlines shall be color coded to correspond with an air system schematic and shall be adequately protected from heat and chafing.

WABCO AIR COMPRESSOR

QTY: 1

Air compressor shall be a Wabco brand, with a minimum of 18.7 cubic feet per minute capacity on L9 X15 models and 25.9 cubic feet per minute on X12 models.

Air brake system shall be the quick build up type.

The air compressor discharge line shall be stainless steel braid reinforced Teflon hose.

The chassis air system shall meet NFPA 1901, latest edition for rapid air pressure build-up within sixty (60) seconds from a completely discharged air system.

This system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the sixty (60) seconds build-up time.

BRAKE TREADLE VALVE

QTY: 1

A Bendix dual brake treadle valve shall be mounted on the floor in front of the driver.

The brake control shall be positioned to provide unobstructed access and comfort for the driver.

PARKING BRAKE CONTROL

QTY: 1

Parking brake shall be of the spring-actuated type, mounted on the rear axle brake chambers.

The parking brake control shall be mounted on the driver lower wing panel.

A red, indicator light shall be provided in the driver dash panel that shall illuminate when the parking brake is applied.

ENGINE PACKAGE

QTY: 1

ENGINE

QTY: 1

Engine shall be a Cummins, Model X12 500, diesel, turbo-charged, per the following specifications.:

- Max. Horsepower 500 HP @ 1700 RPM
- Governed Speed 2000 RPM
- Peak Torque 1695 lb. ft. @ 1000 RPM
- Cylinders Six (6)
- Operating Cycles Four (4)
- Bore Stroke 5.2 x 5.67 in.
- Displacement 720 cu. in.
- Compression Ratio 16.8:1
- Governor Type Limiting Speed

Engine oil filters shall be engine manufacturers branded or approved equal.

Engine oil filters shall be accessible for ease of service and replacement.

ENGINE IQA CERTIFICATION - X12

QTY: 1

The Cummins X12 engine shall be certified by Cummins Power Systems for installation in the manufacturer's custom chassis.

SECONDARY BRAKING

QTY: 1

An engine compression brake shall be furnished for increased braking capabilities.

Controls shall be as provided by the engine manufacturer and shall be activated by releasing the throttle pedal to the idle position.

The engine compression brake shall have dash mounted control switches to turn the brake on or off as well as to control the operational level of the brake.

The engine brake shall be wired in such a manner so as to illuminate the chassis brake lights when the engine brake is engaged and operating.

The engine brake shall be interlocked with the PTO operation and shall automatically disengage any time the apparatus is operating with the PTO active.

ENGINE AIR CLEANER

QTY: 1

An engine air cleaner shall be provided. The air cleaner shall include a dry type element and shall be installed in accordance with the engine manufacturer's recommendations.

The air cleaner shall be located to the rear of the engine, with streamline air pipes and hump hose connections from the inlet to the air cleaner and from the air cleaner to the turbo.

The air cleaner shall be easily accessible when the cab is tilted.

The air cleaner shall be plumbed to the air intake system that shall include a self sealing connection between the cab and air cleaner assembly to allow the cab to be tilted.

To draw fresh clean air, the intake for the air cleaner shall be on the side of the cab on the driver's side.

The inlet shall be a minimum of 41" above the ground to allow the vehicle to navigate through water without any part of the air intake system being below the frame rail, preventing any type of water intake. There will be no exceptions.

EMBER SEPARATOR

QTY: 1

An ember separator shall be installed in the chassis air intake system.

The ember separator housing must be easily accessible when the cab is tilted.

ACCELERATOR PEDAL - FLOOR MOUNT

QTY: 1

A floor mount accelerator pedal shall be installed on the floor in front of the driver.

The pedal shall be positioned for comfort with ample space for fire boots and adequate clearance from the brake pedal control.

REMOTE THROTTLE & INTERLOCK HARNESS

QTY: 1

An apparatus interface wiring harness for the engine shall be supplied with the chassis. If applicable, separate circuits shall be included for pump controls, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, customer ignition, air horn solenoid switch, high idle switch and high idle indication light.

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

COOLING SYSTEM

QTY: 1

Radiator shall be brass with bolted steel top and bottom tanks. The cooling system shall be designed for a maximum of fifteen (15) PSI operation. There shall be a sight glass in the radiator to check the coolant level without removing the radiator cap. The core construction shall be tube and fin with three (3) tube rows, 273 total core tubes, and fourteen (14) fins per inch. Extended life engine coolant shall provide anti-freeze protection to -30° F. The mixture shall be per the engine manufacture's specifications. Core area be a minimum of 1375 square inches (39 H x 35.25W).

COOLING SYSTEM CRITERIA

QTY: 1

The engine cooling system shall be certified by the engine manufacturer to meet cooling index requirements for a minimum ambient temperature or 110-degrees Fahrenheit.

TRANSMISSION COOLER

QTY: 1

A shell and tube transmission oil cooler shall be provided using engine coolant to control the transmission oil temperature.

The cooler shall have an aluminum shell and copper tubes.

The cooler shall be assembled using pressed in rubber tube sheets to mechanically create a reliable seal between the coolant and the oil.

No brazed, soldered, or welded connections shall be used to separate the coolant from the oil.

RADIATOR CROSS MEMBER

QTY: 1

The radiator installation shall include a radiator cross member for additional strength and durability.

This cross member shall be designed so the angle of approach is not affected.

CHARGED AIR COOLER (FRONT MOUNT)

QTY: 1

The charge air cooler shall be constructed of aluminum with cast aluminum side tanks.

The cooler shall have a frontal core size of 957 square inches, seven (7) fins per inch, and forty eight (48) core tubes.

The charge air cooler shall be mounted directly ahead of the radiator and to the radiator headers.

Rubber isolators shall be used at the mounting points to reduce transmission of vibrations.

The connections between the engine and charged air cooler, shall be made using high temperature silicone hoses rated for use in temperature up to 500°F, and heavy duty constant tension T-Bolt spring hose clamps.

ENGINE FAN

QTY: 1

The engine cooling system shall incorporate a heavy-duty fan, installed on the engine and include a shroud.

The fan shall be equipped with an air-operated clutch fan, which shall activate at a pre-determined temperature range.

Recirculation shields shall be installed to ensure that air which has passed through the radiator is not drawn through it again.

COOLANT RECOVERY

QTY: 1

A coolant recovery system shall be provided and located near the battery box.

SILICONE HEATER AND COOLANT HOSE

QTY: 1

All coolant piping shall be constructed of appropriate sized, powder coated, steel tubing with 0.06 wall thickness and formed hose barbs. All connections between coolant pipes and chassis components shall be made using appropriately sized silicone hoses or elbows, rated for use in temperatures ranging from - 60F to +350F. The connections will use appropriately sized, constant torque, hose clamps.

These connections shall be minimal in number to reduce the number potential leak points and shall adequately allow for movement of the engine relative to chassis mounted components.

All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

Silicone heater hoses shall be furnished for the heater system within the interior structure of the cab. All heater hoses shall be equipped with constant torque type hose clamps. All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

LOW COOLANT INDICATOR

QTY: 1

A low engine coolant indicator light located in the dash instrument panel shall be provided. An audible alarm shall be provided to warn of the low coolant condition.

TRANSMISSION

QTY: 1

An Allison World Transmission, Model 4000 EVS electronically controlled, automatic transmission shall be provided.

Transmission specifications shall be as follows:

- Max. Gross Input Power 600 HP
- Max. Gross Input Torque 1850 lb. ft.
- Input Speed (Range) 1700- 2300 RPM
- Direct Gear (Pumping) 4th (Lock-up)

Transmission installation shall be in accordance with the transmission manufacturer's specification.

The transmission shall be readily and easily removable for repairs or replacement.

One (1) PTO opening shall be provided on both the left and right side of the converter housing (positions one (1) o'clock and eight (8) o'clock).

FIVE (5) SPEED AUTOMATIC TRANSMISSION - 4000 SERIE

QTY: 1

The transmission shall be calibrated for five (5) forward gears and one (1) reverse gear.

Each gear shall have the following ratios:

- First 3.51:1
- Second 1.91:1
- Third 1.43:1
- Fourth 1.00:1
- Fifth 0.74:1
- Reverse -4.80:1

ALLISON TRANSMISSIONS TOUCH PAD SHIFTER

QTY: 1

An illuminated, touch-pad type, shift control shall be mounted in the cab on the driver's lower wing panel.

Shift control shall be approved by the transmission manufacturer.

TRANSMISSION OIL LEVEL SENSOR

QTY: 1

The transmission shall be equipped with the oil level sensor (OLS); this sensor shall allow the operator to obtain an indication of the fluid level from the shift selector.

The sensor display shall provide the following checks, correct fluid level, low fluid level and high fluid level.

ALLISON PARK TO NEUTRAL

QTY: 1

The transmission, upon application of the parking brake, shall automatically shift into neutral.

ALLISON PRESELECT PROGRAMMING

QTY: 1

The transmission shall have Allison Pre select enabled to automatically downshift when the secondary engine brake is active.

PRESELECT PROGRAMMED FOR 4TH GEAR

QTY: 1

The transmission shall be programmed to automatically downshift to 4th gear.

This feature shall be enabled/disabled with the main on/off switch for the engine brake.

TES 295 SYNTHETIC TRANS FLUID 4000 EVS

QTY: 1

TES 295 transmission fluid shall be utilized to fill the 4000 EVS transmission.

TRANSMISSION LOCK-UP

QTY: 1

The automatic transmission furnished in the chassis shall have a lock-up assembly which brings the transmission to direct drive and prevents the transmission from shifting gears while in the pumping mode.

A positive braking system shall be provided to prevent vehicle movement during pumping operations.

The air brakes furnished must satisfy this requirement.

DRIVE LINES

QTY: 1

Drive lines shall be Dana (Spicer) 1810 heavy duty series or equal, with "glide coat" splines on all slip shafts.

The manufacturer shall utilize an electronic type balancing machine to statically and dynamically balance all drive shafts.

The manufacturer shall provide proof of compliance with all drive shaft manufacturer's standards and specifications. {No Exceptions}

Where applicable, the universal joints shall be the half loop style joints.

DEF TANK

QTY: 1

A five (5) gallon diesel exhaust fluid (DEF) tank shall be provided and installed. The tank shall be mounted in the area of the battery box and shall be accessible through a door in the crew area step well.

The tank shall include an internal heater that will be fed by engine coolant directly from the engine block to ensure it is always kept at the proper temperature per EPA requirements. The tank shall include a temperature sensor to control the flow of the engine coolant from the heater valve to the DEF tank.

A DEF fluid level sensor shall be provided with the DEF tank and connected to the level gauge on the dashboard.

DIESEL EXHAUST FLUID LEVEL GAUGE

QTY: 1

Diesel Exhaust Fluid level (E-1/2-F); low fuel level warning @ 1/8 tank

EXHAUST SYSTEM

QTY: 1

The exhaust system shall be installed in accordance with the engine manufacturer's requirements and meet all Environmental Protection Agency and State noise level requirements.

Exhaust system components shall be securely mounted and easily removable.

The diesel particulate filter/muffler shall be fabricated from stainless steel and of a size compatible with the engine exhaust discharge.

Exhaust tubing shall be a minimum of 16 gauge stainless steel from the turbocharger on the engine to the inlet of the diesel particulate filter. Any flexible exhaust tubing shall be HDT stainless steel type.

To minimize heat build-up, exhaust tubing within the engine compartment shall be wrapped with an insulating material. Exhaust shall be wrapped from the turbocharger to the entrance of the muffler. Material shall be held in place with worm gear type clamps.

An exhaust diffuser shall be provided to reduce the temperature of the exhaust as it exits the tailpipe.

If the electrical system is hardwired or V-Mux multiplex, separate "regeneration" enable and prohibit switches shall be provided under the dash board on the driver's side. Each switch shall be provided with a spring loaded protective cover and shall be clearly marked as to function. If the electrical system is Class-1 ES-key, the regeneration switches shall be incorporated into the ultra-view screen.

The vehicle shall be equipped with SCR technology that uses a urea based diesel exhaust fluid (DEF) and a catalytic converter to significantly reduce oxides of nitrogen (NOx) emissions.

The SCR system shall reduce levels of NOx (oxides of nitrogen emitted from engines) by injecting small quantities of diesel exhaust fluid (DEF) into the exhaust upstream of a catalyst, where it vaporizes and decomposes to form ammonia and carbon dioxide.

TAILPIPE

QTY: 1

The exhaust tailpipe extending from the SCR catalyst to the side of the vehicle shall be constructed from 16-gauge stainless steel tubing.

The exhaust discharge shall be on the officer side of the apparatus forward of the rear axle.

PLYMOVENT EXHAUST EXTRACTION SYSTEM TAILPIPE ADAPT

QTY: 1

The exhaust outlet shall be a straight pipe, forward of the rear axle. It shall be terminating minimum 6" forward of rear tire, minimum 2.5" below rub rail/body, and flush with outboard of rub rail/body to connect with a pneumatic Plymovent ventilation system.

FUEL TANK

QTY: 1

Fuel tank shall be a minimum of sixty-five (65) gallon capacity. It shall have a minimum, fuel filler neck of 2" ID and 1/4 turn fill cap. A 1/2" minimum diameter drain plug shall be provided. The tank shall be fabricated from hot rolled, pickled and oiled steel. Provisions for an additional feed line and fuel level float shall be provided for future use. The fuel tank shall be installed behind the rear wheels between the frame rails. The fuel tank shall meet all FHWA 393.67 requirements including a fill capacity of 95% of tank volume. The fuel tank shall be able to withstand a longitudinal acceleration of -23.0g at 0.166 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter. Testing shall be performed at and verified by a third party testing and evaluation center.

STAINLESS STEEL FUEL TANK STRAPS

QTY: 1

The straps supporting the diesel fuel tank shall be made of Type 304L stainless steel with grade 8, zinc coated steel hardware.

There will be no exceptions.

FUEL TANK MOUNTING STRAP ISOLATION MATERIAL

QTY: 1

The fuel tank mounting straps shall utilize dense rubber between the straps and the fuel tank to prevent chaffing.

FUEL LINES

QTY: 1

Fuel lines shall be an Aeroquip FC332 AQP Series fiber reinforced hose. The lines shall be sized to meet engine manufacture's requirements, and shall be carefully routed and secured along the inside of the frame rails.

FUEL LINE SHUT-OFF VALVE

QTY: 1

A fuel line shut-off valve shall be provided between the fuel tank and the primary fuel filter.

The valve shall be labeled "Fuel Tank Shut-Off".

No reserve feature shall be included in the tank.

HEATED FUEL- WATER SEPARATOR

QTY: 1

A Racor 400 series heated fuel filter/water separator shall be provided in the fuel system.

A "water in fuel" indicator shall be provided on the dash.

FUEL PUMP ELECTRIC, REQ. ON 210" W-B OR

QTY: 1

An electric fuel pump for re-priming shall be furnished in the main fuel line.

A labeled control switch shall be provided on the main dash panel.

FUEL POCKETS, LEFT & RIGHT SIDE REAR WHEEL WELL PA

QTY: 1

A fuel fill shall be provided in the left and right side rear wheel well area.

Note: Fuel Fill locations shall match the customer's previous pumpers.

A Cast Products heavy duty cast aluminum spring loaded hinged fill door shall be provided.

A label indicating "Ultra Low Sulfur Diesel Fuel Only" shall be provided adjacent to the fuel fills.

PUMPER BODY ELECTRICAL

QTY: 1

CHASSIS ELECTRICAL SYSTEM

QTY: 1

All electrical wiring in the chassis shall be GXL cross link insulated type. Wiring is to be color coded and include function codes every three (3) inches on both sides. Wiring harnesses shall be routed in protective, heat resistant loom, securely and neatly installed. Two (2) power distribution centers shall be provided in central locations for greater accessibility. The power distribution centers shall contain thermal automatic reset breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays shall have a capacity substantially greater than the expected load on the related circuit, thus ensuring long component life. Power distribution centers shall be composed of a system of interlocking plastic modules for ease in custom construction.

The power distribution centers are function oriented. The first is to control major truck function. The second shall control center to overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers will also have accessory breakers and relays for future installations. All harnesses and power distribution centers shall be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces shall be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points shall be mounted in accessible locations. Complete chassis wiring schematics shall be supplied with the apparatus.

12 VOLT ELECTRICAL SYSTEM TESTING

QTY: 1

The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with the air temperature between 0°F and 100°F.

The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of fewer than 11.7 volts DC for a 12-volt system, for more than 120 seconds, shall be considered a test failure.

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated.

The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of fewer than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At the time of delivery, documentation shall be provided with the following information:

- Documentation of the electrical system performance test
- A written load analysis of the following;
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

CHASSIS WIRING INSTALLATION

QTY: 1

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. Wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

The covering of harnesses shall be moisture resistant loom with a minimum rating of 289° Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable shall have a minimum rating of 289° Fahrenheit.

All circuits shall conform to SAEJ2202. All circuits must be provided with low voltage over current protective devices.

All exposed electrical connections will be coated with "Z-Guard" to prevent corrosion.

DIRECT BATTERY GROUNDING STRAP

QTY: 1

Direct grounding straps shall be mounted to the following areas; frame to cab, frame to body and frame to pump enclosure.

All exposed electrical connections shall be coated with "Z-Guard 8000" to prevent corrosion.

EMI/RFI PROTECTION

QTY: 1

The apparatus shall incorporate the latest designs in the electrical system with state of the art components to insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

EMI/RFI susceptibility is controlled by utilizing components that are fully protected and wiring that utilizes shielding and loop back grounds where required. The apparatus shall be bonded through wire braided ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode protected to prevent transient voltage spikes.

In order to fully prevent the radio frequency interference the purchaser may be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

SEQUENCER

QTY: 1

A sequencer shall be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation shall allow a

gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

Emergency light sequencing shall operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights shall be activated one by one at half second intervals. Sequenced emergency light switch indicators shall flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer shall deactivate the warning light loads in the reverse order.

MULTIPLEX CONTROL PUMP SHIFT SWITCH - MULTIPLEX

QTY: 1

The pump shift control shall be a Mil Spec toggle switch with mechanical detents mounted in a fully backlit panel that shall have indicators for "Pump Engage" and "Ok To Pump".

The mode of the transfer case shall be controlled by remotely mounted air solenoids which shall be activated and monitored through the chassis control logic of the multiplex system.

MULTIPLEX ELECTRICAL SYSTEM

QTY: 1

A multiplex electrical management system shall be utilized on the chassis for all functions applicable.

The system shall consist of the following components:

A computer interface used to not only program the multiplex system but also serve as a factory direct gateway into the vehicle from any authorized service facility.

A Universal System Manager (USM), which acts as the main controlling component of the multiplexing system shall be provided and factory programmed to DOT, NFPA, SAE, the manufacturer and {Company} specifications. The programming shall be done by the manufacturer's engineering department.

The ES-Key system installation shall comply with SAE J551 requirements regarding Electromagnetic and Radio Frequency interference (EMI, RFI), as well as utilize components and wiring practices that insure the system is protected against corrosion, excessive temperatures, water, excessive physical, and vibration damage by any equipment installed on the vehicle at the time of delivery.

A series of Multiplexing Input/Output Modules shall be installed. The Input/Output modules shall permit the multiplexing system to reduce the amount of wiring and components used as compared to non-multiplexed apparatus. These modules shall vary in I/O configuration, be waterproof allowing installation outside of enclosed areas and shall possess individual output internal circuit protection. The modules shall also have three status indicators visible from a service persons vantage point that shall indicate the status of the module. In the event a load requires more than 7.5 AMPS of operating current, the module shall activate a simple relay circuit integral to any of the 3 dillblox assemblies installed in the cab.

Diagnostic software shall be provided to download data from the on board ES-KEY system. This software shall have the ability to view system input/output (I/O) information, and include a connection from a computer to the vehicle.

INTER-LOCK MODULE FOR MULTIPLEX SYSTEM

QTY: 1

A multiplex module, which is the interface between the multiplexing system and the pump system shall be provided.

This module shall serve as the interface between the operator, engine, transmission and pumping system.

The module shall be installed in the driver's side dash. There shall be a pump diagnostic view in the UltraView screen that shall indicate to service personnel the interlock state of the apparatus.

In the event of a multiplexing error involving pump operation, an override can be activated to ensure reliable pumping operations at ALL times.

The multiplex system shall be able to provide automatic and/or manual activation of engine "Fast Idle", to maintain adequate alternator output and thus, chassis voltage.

There will be no exceptions.

ALTERNATOR

QTY: 1

There shall be a Delco Remy Model 55SI, 430 amp brushless, serpentine belt, driven alternator.

The brushless design of the 55SI transfers magnetic fields between the rotor and stator air-gap without brushes.

The alternator installation shall be designed to provide maximum output at engine idle speed, by using Remote Sense in order to meet the minimum continuous electrical load of the apparatus as required.

The alternator shall carry a 3 Year/Unlimited Mile warranty.

BATTERIES

QTY: 1

Six (6) Exide #SX31XHD, anchor bonded maintenance free batteries shall be provided.

These batteries shall be wired in parallel to the master disconnect switch.

Each battery shall be rated at 950 CCA at 0 F and shall have a reserve capacity of 180 minutes.

Wiring for the batteries shall be 4/0 welding type, dual path starting cables per SAEJ541.

PREDATOR BATTERY STORAGE, STEEL, MFD, XMFD, LFD, X

QTY: 1

Batteries shall be securely mounted in fixed 3/16" GR50 steel trays located on each side of the chassis frame.

Complete access shall be provided when the cab is fully tilted.

Batteries shall be mounted on non-corrosive matting material.

The battery tray shall be able to withstand a longitudinal acceleration of -46.5g at 0.246 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter.

Testing shall be performed at and verified by a third party testing and evaluation center.

The rear side of the battery boxes closet to the pumphouse will be overlaid in diamond plate.

COLE HERSEE BATTERY JUMPER STUDS

QTY: 1

A set of Cole Hersee battery jumper studs, model #46210-02 (red) and #46210-03 (black) shall be provided to allow the battery system to be jump started or charged from an external source.

The studs shall be located on the bottom of the battery box on the driver's side of the chassis.

Each stud shall be equipped with both a rubber protector cap and a 2" square non-conductive plate to prevent accidental shorting.

SHORELINE INLET

QTY: 1

One (1) Kussmaul "Super" Auto Eject automatic, 120 volt, 15 amp shoreline disconnect shall be provided for the on board, 110 volt battery charging systems.

The disconnect shall be equipped with a NEMA 5-15 P male receptacle, which shall automatically eject the shoreline when the vehicle starter is energized.

The mating connector shall be included with the auto eject and shall be provided as loose equipment.

A label shall be provided indicating voltage and amperage ratings.

SHORELINE INLET COVER

QTY: 1

The Kussmaul auto-eject connection shall be equipped with a Red weatherproof cover.

SHORELINE INLET LOCATION

QTY: 1

The shoreline receptacle shall be located in the area directly adjacent to the driver's side cab door in a pre determined location by KME.

SHORELINE INLET LABEL

QTY: 1

A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps Power Inlet Type (DC or AC).

BATTERY CHARGER

QTY: 1

A Kussmaul model # 445-5265-0, EV-40, fully automatic, battery charger shall be provided for maintaining the vehicle battery system.

The charger shall feature Smart circuitry to provide three stages of charging: bulk, absorption, and float.

The charger shall have a battery type selector switch that regulates the proper charge/float voltage.

In addition to the main battery output, the charger shall also have auxiliary, 15 amp, output terminal with a battery saver selector switch to power accessory loads.

Output current of the charger shall be 40 amperes @ 12 volt DC.

BLUE SEA #4365 ACCESSORY PANEL

QTY: 1

A Blue Sea model 4365 accessory panel will be provided. The accessory panel shall include one (1) 12-volt power port, Two (2) dual USB charging ports, along with a power switch with built in circuit breaker.

The accessory panel shall be mounted in the center dash panel.

POWER POINT FOR OS EMS COMPARTMENT

QTY: 1

The officers side EMS compartment shall be equipped with a Blue Sea 5025 power point with power and ground connections conveniently positioned in the upper area inside the compartment, connected directly to the chassis batteries.

POWER POINT FOR DS EMS COMPARTMENT

QTY: 1

The drivers side EMS compartment shall be equipped with a Blue Sea 5025 power point with power and ground connections conveniently positioned in the upper area inside the compartment, connected directly to the chassis batteries.

BLUE SEA 4353 IN REAR CREW AREA - IN REAR FA

QTY: 1

Two (2) 12 volt/USB Blue Sea 4353 combination outlets will be provided in the rear crew area of the cab, one (1) 'side facing' in each rear facing seat base.

12 VOLT POWER & GROUND CIRCUITS

QTY: 1

One (1) 12-volt, 8-gauge positive battery wire with 30-amp automatic reset-type circuit breaker. Wire to run from the common terminal on master battery control switch to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer.

One (1) 12-volt, 8-gauge positive battery wire with 30-amp automatic reset-type circuit breaker. Wire to run direct from the left battery bank to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer.

A 14 gauge hot wire (with a 10 amp fuse), with a ground wire and a Coax wire will provided a conduit run to the center of the engine enclosure. Power wire to come from left side battery bank. The Coax to be extended from the Passenger side antenna to the engine enclosure conduit.

Three (3) six (6) conductor wires will be provided from overhead console to the right side of the center cab dash, with one extended to the Sigtronics. Two (2) conductor wires {will/shall} be provided from the center overhead panel to the center AC duct with a 4 foot service loop under the upholstery panel. One (1) 8-gauge battery hot wire (non-switched) will be provided in the engine enclosure conduit for the MDT installation. This circuit will be wired from the Driver's side battery bank.

The four (4) power points {will/shall} be provided, two (2) in the center dash panel, near the bottom center of the panel , approximately 1-1/2" to each side of the parking brake valve and one (1) recessed into each side rear facing jump seat, seat riser panel, at the upper/inner corner of each side panel, 2" down from the top and 2" in from the engine enclosure side of the panel.

12 VOLT POWER AND GROUND CIRCUIT, R2

QTY: 1

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery shall be mounted in the R2 compartment near the outlet.

The circuit shall be wired for constant power.

12 VOLT POWER AND GROUND CIRCUIT BODY COMPARTMENTS

QTY: 1

Provide a 20 amp 12 volt power and ground circuit in each body compartment for future installation of equipment. Total of seven (7).

POWER AND GROUND STUD FOR ACCESSORIES IN DASH

QTY: 1

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery shall be provided in the cab dash.

The circuit shall be for future installation of radios or accessories.

BLUE SEA FUSE BLOCK - 12 CIRCUIT BEHIND OFFICER SE

QTY: 1

A Blue Sea 5026B, 12 circuit fuse block, shall be installed behind the officers seat.

This block has a maximum amperage of 60 amps per block and 30 amps per circuit and shall be connected to battery power.

USB POWER POINT - REAR FACING SEATING AREA

QTY: 1

Two (2) Blue Sea 1045 power points with two (2) USB ports each shall be installed in the rear of the cab on the back of the engine enclosure in a housing designed to surface mount the power point.

One power point shall be installed on each side of the rear side of the engine enclosure near the rear facing seat base.

Each power point shall be rated for 4.8 amps total.

IGNITION STUD - BEHIND OFFICER SEAT

QTY: 1

There will be three (3) studs located behind the officer's seat for the customer's radios. Each stud will be 40 amps and will be wired as follows: One (1) battery direct, one (1) wired to the ignition and one (1) ground.

BATTERY DISCONNECT SWITCH, GUEST

QTY: 1

The chassis batteries shall be wired in parallel to a single 12 volt electrical system, controlled through a heavy duty GUEST brand rotary type master disconnect switch.

The master disconnect switch shall be located within easy access of the driver upon entering or exiting the cab.

WELDON #8080-8001-13 WHITE/RED LED INTERIOR LIGHTS

QTY: 1

Four (4) Akron 8080-8001-13 interior LED combination red/white dome lights shall be furnished in the cab, with two (2) in the forward section and two (2) in the rear crew section.

Each dome light shall have an integral selector switch.

Each dome light shall also activate when the respective, adjacent cab door is opened.

INNER CAB DOOR FLASHERS (LED), WELDON DOOR STRIP L

QTY: 1

One (1) Weldon, 16" LED door warning lamp shall be provided on the inside door panel of each cab door.

The light shall be mounted on the door's lower scuff plate and shall be activated when the respective door is opened.

Each light shall be furnished with a clear lens and amber LEDs.

ENGINE COMPARTMENT WORK LIGHTS - TECNIQ LED

QTY: 1

Two (2) Tecniq model #E18 LED lights shall be provided inside the engine enclosure that will provide 800 lumens each.

Each light shall have their own independent switch incorporated into the light head.

DASH & CENTER CONSOLE - 100" PREDATOR SS

QTY: 1

Where standard features are controlled through physical switches they will be indicated as such in the appropriate part of this specification. All optional features that are controllable from the cab will be controllable through the display screen.

The dash consoles shall be custom formed overlaid aluminum housings to create an ergonomically designed interior that will be user friendly and functional for the driver and officer.

The cab instruments and controls will be labeled with international symbols and located in the following zones:

- **Driver Gauge Left:** Located to the left of the instrument panel, this zone houses the ignition, engine start, and fast idle switches.
- **Driver Gauge Right:** Located to the right of the instrument panel, this zone houses power take-off and ladder power switches when those features are specified.
- **Driver Knee Left:** Located at the driver's left knee area, this zone is the standard location for pump controls, and for the Engine Emergency Shut-Down when specified.
- **Driver Knee Right:** Located at the driver's right knee area, this zone houses optional chassis related switches such as the Fuel Priming Pump, Engine Fan Override, and ATC Disable.
- **Driver Lower Wing:** Located on the engine tunnel and angled toward the driver, this zone houses the majority of the controls that the driver may need to access while operating. Within the easiest reach of the driver are the park brake, transmission shift, Vehicle Information Display, and any optional retarder controls. Standard switching in this zone includes power window controls, hazard flasher, headlights, marker lights, and mirror adjustment. Also located in this zone will be switching for any optional features that are more likely to be used while driving such as auxiliary brakes, siren brake, drive axle locks, and automatic tire chains.
- **Center Lower:** Located on the engine tunnel between the driver and officer and parallel to the cab front, this zone houses the standard 12 volt sockets and USB chargers. It will also house any optional communications devices that are more likely to be accessed while driving such as an arrowhead controller or a stereo radio.
- **Driver Overhead:** Located in the overhead console directly above and facing the driver, this zone houses tactile switches (when specified) for control of emergency devices such as warning lights, scene lights, dump chute valves, and other emergency related items. If not specified these controls are available through the Vehicle Information Center.
- **Driver Overhead Wing:** Located in the overhead console and angled toward the driver, this zone houses the heating and air conditioning tactile switches provided as standard.
- **Center Overhead:** Located overhead between the driver and officer and parallel to the cab front, this zone houses any communications devices such as siren heads or two-way radios that cannot be fit in the Officer Lower Wing: Located on the engine tunnel and angled toward the officer, this zone houses optional feature switching as specified for control by the officer.

- **Officer Overhead Wing:** Located in the overhead console and angled toward the officer, this zone is houses optional switching or gauges that cannot be located in other zones and that is intended solely for use by the officer.
- **Officer Overhead:** Located in the overhead console directly above and facing the officer, this zone houses optional larger communications equipment that cannot be located in other zones, and that is practical for use solely by the officer.

Exact locations of each switch or control will be dictated by the Dash Layout document created during the design process and will adhere to these guidelines unless otherwise specified.

CAB DASH PANELS

QTY: 1

The apparatus cab shall be outfitted with backlit gradient dash and overhead panels. These gradient panels shall be utilized across the entire front of the cab dash and include the instrument cluster and brow panels. The panels shall be constructed from 3mm aluminum composite panels with second surface screen printed 15 mil Bayfol UV-1 polycarbonate graphic overlays, to provide scratch and UV protection. A carbon-graphite shaded graphic overlay shall be provided.

CONTROL SWITCHING THROUGH MULTIPLEX TOU

QTY: 1

Switching for the emergency and auxiliary systems shall be performed through the multiplex control screen.

Switching shall programmed through various menus that are accessible from the display buttons.

HOSE BED WORK LIGHT - SWITCH

QTY: 1

The hose bed work light shall have a protected 12-volt switch at the rear body panel.

The switch will be labeled "HOSE BED WORK LIGHTS."

CONTROL SWITCHES IN CAB FOR REAR OF CAB LIGHTS

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to turn the rear of cab lights on and off.

CONTROL SWITCHES ON PUMP PANEL FOR REAR OF CAB LIG

QTY: 1

Two (2) switches shall be provided on the pump panel to turn the rear of cab lights on and off.

One (1) switch shall control the driver side light and one (1) switch shall control the officer side light.

CONTROL SWITCHES IN CAB FOR LIGHT ABOVE WINDSHIELD

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to activate the HiViz, FireTech, LED brow light.

CONTROL SWITCHES IN CAB FOR BEHIND FRONT CAB DOOR

QTY: 1

Controls shall be provided in the cab control system (or option mechanical switch) to turn the lights at the cab doors on and off.

CONTROL SWITCH IN CAB FOR REAR OF BODY LIGHTS

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to turn the rear of body lights on and off.

DRIVER'S DASHBOARD PANEL, 100" PREDATOR SS

QTY: 1

The main instrument panel shall be centered in front of the driver and shall be mechanically fastened to the main dash assembly. The panel shall contain the primary gauges, an instrument warning light cluster and the ignition and engine start switches.

Each gauge shall be designed with an integral red warning light with a pre-programmed warning point. Gauges monitoring drive-train component status shall be of the direct data bus type capable of displaying information broadcast on the J 1939 data-link.

Each gauge warning indicator shall be capable of activating an audible alarm inside the dashboard.

Additional auxiliary control switches and instruments (if applicable) shall be located within the center or overhead panel located near the driver's position.

INDICATOR CLUSTER, 100" PREDATOR

QTY: 1

The driver's dashboard panel shall consist of an Ametek instrument warning light cluster and a 16 item, dead front type alarm panel.

This display shall contain the system control unit that collects data from the vehicle data bus (J1939), analog sensors, and switches throughout the vehicle. This data shall be presented using gauges, telltales and the two (2) display panels. The warning light display shall include a 2 x 20 dot matrix display, 18 telltales and 2 buttons to navigate through the screen menus.

The LCD dot matrix display shall be a 2 line by 20-character display with each character being 7 dot by 5 dot configuration. FSTN technology shall be used on the display for wide viewing capability. The module shall be backlit with amber LEDs. The unit shall also be supplied with a heater to ensure proper operation over the entire 40 to +85 deg. C.

This display contains a series of two (2) screens to provide information about the vehicle. To control the display of that information, the screens are divided into two (2) menus; one that can be displayed while the vehicle is in motion and one that can only be accessed when the parking brake is set.

On the Road displays include:

- Two (2) configurable displays that can show any of the parameters the unit collects. This includes odometer, trip information, fuel economy information; all gauge data, and virtually any other data available on the vehicle that the display has access to, either through the data bus or via analog inputs.
- Two (2) trip displays for miles and hours that are capable of being reset.
- Two (2) fuel data screens: shall be provided; one for fuel remaining until empty and one for fuel economy. The fuel economy display shall be capable of being reset so that average economy over a predetermined period can be displayed.

The displays that can be accessed when the parking brake is set include:

- Engine hours as maintained by the engine ECU
- Service Alarm screens to report miles to next service or miles past required service. These screens shall allow the operator to choose the length of the service interval and shall have the ability to reset it.
- Message screens with warning messages the display has collected during the current ignition cycle. These screens shall be divided into configured warnings such as "Low Air Pressure" and the data bus faults reported by ECU's on the vehicle. Both lists shall allow the operator to review the last 12 events that occurred on the vehicle for maintenance and troubleshooting purposes.

- Diagnostic screens shall test the instrumentation system to verify it is working correctly.
- Setup screens shall be used to select either English or metric display. They shall also allow the operator to choose the data that shall be displayed by the configurable on-the-road screens.

The system shall be configured with user defined warning messages such as Low Air Pressure or High Coolant Temperature. When these events occur the warning message shall come up on the screen and can be accompanied by a buzzer. The messages shall be prioritized so the most important messages are always displayed. Whether the message can be dismissed by pressing a button shall be configurable. Messages that have been dismissed but are still active shall be retained in the message screens for review until the ignition is turned off. Listed below are the defined telltales and their indicators.

- "Right And Left Directional" arrows (green in color)
- "Ignition ON" Indicator (amber in color)
- "Hi Beam" indicator (blue in color)
- "Battery ON" indicator (green in color)
- "Parking Brake ON" indicator (red in color)
- "Check Transmission" indicator (amber in color)
- "Cab Not Latched" indicator (red in color)
- "Stop Engine" indicator (red in color)
- "Check Engine" indicator (amber in color)
- "ABS Warning" indicator (red in color)
- "Low Coolant Level" (red in color)
- "Fuel Restriction" indicator (amber in color)
- "Water In Fuel" indicator (amber in color)
- "Fasten Seat Belts" indicator (red in color)
- "Fast Idle" Indicator (amber in color)
- "Do Not Move Truck" indicator (red in color)
- "DPF Regeneration" (amber in color)
- "Exhaust High Temperature" (amber in color)
- "Engine Diagnostic Fault" (amber in color)
- "Retarder On" (green in color)

Listed below are indicators that may be included, depending upon the vehicle configuration:

- "Wait To Start" indicator (amber in color)
- "Exhaust System Fault" (amber in color)
- "Topps System Fault" (amber in color)
- "Lube System Active" (amber in color)
- "Jacks Not Stowed" (red in color)
- "PTO Engaged" (green in color)
- "Inter Axle Lock" (amber in color)
- "Driver Controlled Diff Lock" (green in color)
- "Ok to Pump" (green in color)
- "Auto Traction Control" (amber in color)
- "Retarder Active" (amber in color)
- "Auxiliary Brake Active" (amber in color)

DRIVER INDICATOR - INDICATOR CLUSTER BLACK GAUGES

QTY: 1

Each gauge shall have a raised glass lens with a black matte finish trim ring and be backlit by integral white LEDs. Each gauge shall also possess an integral red warning light with a pre-programmed warning point. Each gauge warning indicator shall be capable of activating an audible alarm inside the dashboard.

The primary gauges shall consist of:

- Vehicle speedometer (0-80 mph)
- Engine tachometer (0-3000 rpm)
- Engine oil pressure (0-100 psi); low oil pressure warning
- Engine coolant temperature (100-250 °F); high engine temp warning (based on engine)
- Transmission oil temperature (100-350 °F); high transmission fluid temp warning
- Vehicle battery voltage (9-18 VDC); low voltage warning at 11.8 amps
- Front air system gauge (0-150 psi); low air pressure warning at 65 psi
- Rear air system gauge (0-150 psi); low air pressure warning at 65 psi
- Fuel level (E-1/2-F); low fuel level warning @ 1/8 tank
- Air cleaner restriction gauge (0 - 40), warning at 25" restriction.

FAST IDLE

QTY: 1

A fast idle for the electronic controlled engine shall be provided.

The fast idle shall be controlled by an ON/OFF switch on the left side of the main gauge panel.

An electronic interlock system shall prevent the fast idle from operating unless the transmission is in "Neutral" and the parking brake is fully engaged.

If the fast idle control is used in conjunction with a specified engine/transmission driven component or accessory, the fast idle control shall be properly interlocked with the engagement of the specified component or accessory.

ENGINE COMPRESSION BRAKE CONTROLS

QTY: 1

Engine brake controls shall be provided on the dash within easy reach of the driver.

CLASS-1 ES-KEY ULTRAVIEW 780 DISPLAY

QTY: 1

A 7 inch full color display shall located on the driver's lower wing panel. The display shall provide key information and control within easy sight and reach.

The screen shall be programmed with the following features:

- Chassis Instrument Display
- Back-up camera
- Seat Occupant Display
- Compartment open display
- HVAC Controls
- Power Mirror Controls
- DPF Filter Regeneration Controls
- Warning light controls
- Scene light controls
- Horn selector switch options
- Gauge back-light dimming

- Rocker switch back-light dimming
- Display screen dimming with day/night feature
- Multiplex system diagnostics
- Generator Controls

PUMP SHIFT CONTROL

QTY: 1

The pump shift control and pump engaged indicator light shall be mounted in the driver's lower left knee panel.

CAMERA SYSTEM

QTY: 1

An FRC model SNB100-C00 inView™ 360 Video system shall be provided. This system shall provide the driver with a 360 degree birds-eye style view of the apparatus, along with individual camera views based on determined conditions.

The inView™ 360 system shall include (4) four camera's standard, an Electronic Control Unit (ECU), required harnesses and a manual camera switch. The kit shall provide split video feeds with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation.

The ECU shall feature built-in recording to record each camera input separately and support (4) four 256GB SD cards (SD card sold separately).

An HD monitor shall be provided mounted on the center cab overhead console near the driver's position.

CUST PUMP/TANK/RES CHASSIS LED MARKER LIGHTS

QTY: 1

DOT MARKER LIGHTS AND REFLECTORS

CAB STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES

QTY: 4

Polished, stainless steel, TecNiq Eon, 3-LED, horizontal surface mounted chassis step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all chassis access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

DUAL MODULE W/ WHELEN M6 LED TURN SIGNAL & REQ WAR

QTY: 1

Two (2) Whelen M6T, arrow shaped, amber LED turn signals shall be provided, one (1) in each side of the dual light module above the headlights.

The NFPA required, Zone "A" lower warning lights shall be incorporated into each side, dual light module noted above.

ALTERNATE FLASHING HEADLIGHT SYSTEM (WIG-WAGS)

QTY: 1

An alternating flashing wig-wag system, wired to the apparatus headlights, shall be installed.

The wig-wag system shall be individually switched at the master light console.

The alternating flashing system shall be automatically disabled during the "Blocking Right of Way" mode.

DUAL HEADLIGHTS LED PETERSON

QTY: 1

Two (2) dual, Peterson LED headlight modules with a bright finish bezel shall be furnished, one (1) each side, on the front of the cab.

Each head light module shall incorporate an individual LED low beam and a LED high beam headlight.

High beam actuation shall be controlled on the turn signal lever.

DAYTIME RUNNING LIGHTS

QTY: 1

The chassis head lights shall have integrated circuitry to actuate the low beam headlights whenever the chassis engine is running.

The daytime running lights shall be interlocked with the parking brake.

GOLIGHT #20204 REMOTE LED SPOT LIGHT, DS SIDE CAB

QTY: 1

A Golight model #20204 WITH WHITE HOUSING remote controlled spotlight shall be provided and mounted on the driver side of the cab roof. The Golight spotlight shall be equipped with a LED light and shall be controlled from the cab. The remote control shall be mounted ON THE PLENUM TOWARDS THE DRIVER'S SIDE.

NOTE: GOLIGHT RISERS SHALL NOT BE SUPPLIED TO MATCH LA COUNTY.

GOLIGHT #20204 REMOTE LED SPOT LIGHT, OS SIDE CAB

QTY: 1

A Golight model # 20204 WITH A WHITE HOUSING LED remote controlled spotlight shall be provided and mounted on the officer side of the cab roof. The Golight spotlight shall be equipped with a LED light and shall be controlled from the cab. The remote control shall be mounted ON THE PLENUM TOWARDS THE OFFICER'S SIDE.

NOTE: GOLIGHT RISERS SHALL NOT BE SUPPLIED TO MATCH LA COUNTY.

FRONT BROW LIGHT

QTY: 1

One (1) HiViz LEDs "FireTech" Scene light, model FT-B-72-ML-B shall be provided.

The light instrument shall be low in profile with a mounting bracket allowing installation at the top edge of the windshield.

The housing shall be made of a extruded 6061 aluminum; 72" wide and less than 3" tall.

The scene light shall have 57 LEDs divided amongst 3 independent circuits; circuit one featuring 9x 5w LEDs passing light through a 10 degree optic, circuit two featuring 18x 5w LEDs passing light through a 25-40 degree "flood" range, and circuit three featuring 30x 5w LEDs passing light through a 60-90 degree "scene" optic.

Circuit four shall consist of 5 amber colored diodes that act as SAE-J2042 compliant clearance marker and identification lamps.

The circuitry shall feature a PWM LED driver with an onboard electronic thermal manager. Additionally, the bar shall meet CISPR25 EMI requirements.

The light shall operate on 12v DC, generate 28,101 lumens and draw 24 amps. The light shall be adjustable vertically up to 15 degrees.

Mounting shall be possible in any direction while still meeting NFPA 1901 compliance requirements. The housing color shall be Black.

WIRE UPGRADE FOR 12V HIGH AMP LIGHT - (1) BROW LIG

QTY: 1

WIRE UPGRADE FOR 12V HIGH AMP LIGHTS - REAR OF CAB

QTY: 1

NFPA COMPLIANT WARNING LIGHT PACKAGE

QTY: 1

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901 Fire Apparatus Standard.

The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

WARNING LIGHT FLASH PATTERN - NFPA FLASH PATTERN

QTY: 1

All of the perimeter warning lights shall be set to a default NFPA compliant flash pattern as provided by the light manufacturer.

LIGHT PACKAGE ACTUATION/CONTROLS

QTY: 1

The entire warning light package shall be actuated with a single warning light switch located on the cab switch panel. The wiring for the warning light package shall engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

LIGHT PACKAGE NFPA CERTIFICATION

QTY: 1

The warning light system(s) specified above shall not exceed a combined total amperage draw of 45 AMPS with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way"

The warning light system(s) shall be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications.

The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

Any large truck as defined by NFPA shall have the lower zone warning lights mounted no higher than 62" to the optical center of the warning light from ground level. {No Exceptions}

LIGHTS BAR

QTY: 1

A Whelen # F4N9QLED "Edge Freedom Series IV", 92" cab roof warning light bar shall be furnished and rigidly mounted on top of the cab roof.

The light bar shall be equipped with the following:

- Clear Lenses

- Two Front Corner Red Linear LEDs
- Fourteen Red Forward Facing Linear LEDs
- Two White Forward Facing Linear LEDs
- Two Red End Linear LEDs.

If equipped, the forward facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

ZONE A WARNING LIGHTS - STEADY BURN IN LIGHTBAR

QTY: 1

C-UPPER, WHELEN M9 SUPER LEDS

QTY: 1

Two (2) Whelen, M9* super LED light heads shall be furnished and mounted one (1) on each side on the upper rear face of the body, facing rear.

UPPER ZONE C WARNING LIGHT LENS - RED

QTY: 1

The upper zone C warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

UPPER ZONE C WARNING LIGHT BEZEL - CHROME

QTY: 1

The upper zone C warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

B/D-UPPER FRONT, COVERED BY LIGHTS IN ZONE A-UPPER

QTY: 1

The lighting requirement for this area is covered by the lights noted in Zone "A" - Upper.

B/D-UPPER REAR, WHELEN M9 SUPER LEDS

QTY: 1

Two (2) Whelen, M9*, super LED light heads shall be furnished and mounted one (1) on each side on the upper side face, towards the rear of the body, facing to each side of the unit.

The lights shall be installed with a chrome plated mounting flange.

UPPER ZONE B/D REAR WARNING LIGHT LENS - RED

QTY: 1

The upper zone B/D rear warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

UPPER ZONE B/D REAR WARNING LIGHT BEZEL - CHROME

QTY: 1

The upper zone B/D rear warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

A-LOWER FRONT MOUNTING, CUSTOM CHASSIS

QTY: 1

The lower Zone A warning lights shall be mounted in the custom chassis headlight bezels.

A-LOWER FRONT, WHELEN M6 SUPER LEDS

QTY: 1

Two (2) Whelen, M6* super LED light heads shall be provided and installed one (1) each side.

LOWER ZONE A WARNING LIGHT LENS - RED

QTY: 1

The lower zone A warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

LOWER ZONE A WARNING LIGHT BEZEL - CHROME

QTY: 1

The lower zone A warning lights shall include red leds and a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

C-LOWER REAR, WHELEN M6 SUPER LEDS

QTY: 1

Two (2) Whelen M6* super LED light heads shall be provided and installed with one (1) on each side directly below the DOT stop, tail, turn and backup lights.

LOWER ZONE C WARNING LIGHT LENS - RED

QTY: 1

The lower zone C warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

B/D-LOWER FRONT MOUNTING, CUSTOM CHASSIS

QTY: 1

The lower Zone B D warning lights shall be mounted on the sides of the custom chassis front bumper.

B/D-LOWER FRONT, WHELEN M6 SUPER LEDS

QTY: 1

Two (2) Whelen, M6* super LED light heads shall be provided and installed with one (1) on each side.

LOWER ZONE B/D FRONT WARNING LIGHT LENS - RED

QTY: 1

The lower zone B/D front warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

LOWER ZONE B/D FRONT WARNING LIGHT BEZEL - CHROME

QTY: 1

The lower zone B/D front warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

B/D-LOWER MID, WHELEN M6 SUPER LEDS

QTY: 1

Two (2) Whelen M6* super LED light heads shall be provided and installed with one (1) on each side.

LOWER ZONE B/D MID WARNING LIGHT LENS - RED

QTY: 1

The lower zone B/D mid warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

LOWER ZONE B/D MID WARNING LIGHT BEZEL - CHROME

QTY: 1

The lower zone B/D mid warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

B/D-LOWER REAR, WHELEN M6 SUPER LEDS

QTY: 1

Two (2) Whelen M6* super LED light heads shall be provided and installed with one (1) on each side.

LOWER ZONE B/D REAR WARNING LIGHT LENS - RED

QTY: 1

The lower zone B/D rear warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

LOWER ZONE B/D REAR WARNING LIGHT BEZEL - CHROME

QTY: 1

The lower zone B/D rear warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

GROUND LIGHTS

QTY: 1

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each side cab door entrance step, four (4) total.

The ground lights shall turn on automatically with each respective door jamb switch and also by a master ground light switch in the warning light switch console.

Each light shall illuminate an area at a minimum 30" outward from the edge of the vehicle.

GROUND LIGHTS BELOW PUMP PANEL RUNNING BOARD

QTY: 1

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each side pump panel running board, two (2).

GROUND LIGHTS REAR BODY CORNERS

QTY: 1

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each rear body corner, two (2) total.

CAB AND BODY GROUND LIGHTS ACTIVATE WITH MASTER SW

QTY: 1

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

CHASSIS DIAGNOSTICS SYSTEM

QTY: 1

Diagnostic ports shall be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic system shall include the following:

- A single port to monitor the engine, transmission and ABS system and diagnostics of the roll sensor (if applicable)
- Engine diagnostic switch (blink codes)
- ABS diagnostic switch (blink codes)
- Allison Transmission Codes (through touch pad shifter)

VOLTAGE MONITORING SYSTEM - 12 VOLT

QTY: 1

A voltage monitoring system shall be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system shall provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm shall activate if the system falls below 11.8 volts DC for more than two (2) minutes.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

QTY: 1

A system shall be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

ELECTRICAL HARNESS INSTALLATION - 12 VOLT

QTY: 1

To ensure dependability, all 12-volt wiring harnesses installed by the manufacturer shall conform to the following specifications:

- SAE J 1128 - Low tension primary cable
- SAE J 1292 - Automobile, truck, truck-tractor, trailer and motor coach wiring
- SAE J 163 - Low tension wiring and cable terminals and splice clips
- SAE J 2202 - Heavy duty wiring systems for on-highway trucks
- NFPA 1901 - Standard for automotive fire apparatus
- FMVSS 302 - Flammability of interior materials for passenger cars, multipurpose passenger vehicles, trucks and buses
- SAE J 1939 - Serial communications protocol
- SAE J 2030 - Heavy-duty electrical connector performance standard
- SAE J 2223 - Connections for on board vehicle electrical wiring harnesses
- NEC - National Electrical Code
- SAE J 561 - Electrical terminals - Eyelet and spade type
- SAE J 928 - Electrical terminals - Pin and receptacle type A.

For increased reliability and harness integrity, harnesses shall be routed throughout the cab and chassis in a manner which allows the harnessing to be laid into its mounting location. Routing of harnessing which requires pulling of wires through tubes is never allowed at the manufacturer.

Wiring shall be run in loom or conduit where exposed, and have grommets or other edge protection where wires pass through metal. Wire colors shall be integral to each wire insulator and run the entire length of each wire. Harnessing containing multiple wires and uses a single wire color for all wires shall not be allowed. Function and number codes shall be continuously imprinted on all wiring harness conductors at 3.00" intervals. All wiring installed between the cab and into doors shall be protected by a wire conduit to protect the wiring. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:

- All holes made in the roof shall be caulked with silicon. {No Exceptions} Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.
- For low cost of ownership, electrical components designed to be removed for maintenance shall be quickly accessible. For ease of use, a coil of wire shall be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.

- Corrosion preventative compound shall be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation of the plug.
- Any lights containing non-waterproof sockets in a weather-exposed area shall have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in exposed areas shall have protective coating applied completely over the metal portion of the terminal.
- Rubber coated metal clamps shall be used to support wire harnessing and battery cables routed along the chassis frame rails.
- Heat shields shall be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust shall be protected by a heat shield.
- Cab and crew cab harnessing shall not be routed through enclosed metal tubing. Dedicated wire routing channels shall be used to protect harnessing therefore improving the overall integrity of the vehicle electrical system. The design of the cab shall allow for easy routing of additional wiring and easy access to existing wiring.
- All standard wiring entering or exiting the cab shall be routed through sealed bulkhead connectors to protect against water intrusion into the cab.

All 12-volt battery cables and battery cable harnessing installed by the apparatus manufacturer shall conform to the following requirements:

- SAE J 1127 - Battery Cable
- SAE J 561 - Electrical terminals, eyelets and spade type
- SAE J 562 - Nonmetallic loom
- SAE J 836 A - Automotive metallurgical joining
- SAE J 1292 - Automotive truck, truck-tractor, trailer and motor coach wiring
- NFPA 1901 - Standard for automotive fire apparatus.

Battery cables and battery cable harnessing shall be installed utilizing the following guidelines:

- Splices shall not be allowed on battery cables or battery cable harnesses.
- For ease of identification and simplified use, battery cables shall be color coded. All positive battery cables shall be marked red in color. All negative battery cables shall be black in color.
- For ease of identification, all positive battery cable isolated studs throughout the cab and chassis shall be red in color.
- For increased reliability and reduced maintenance, all electrical buss bars located on the exterior of the apparatus shall be coated to prevent corrosion.
- An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

BODY ELECTRICAL SYSTEM

QTY: 1

All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service.

Flashers, heavy solenoids and other major electrical controls shall be located in a central area near the circuit breakers.

All lines shall be color and function coded every 3", easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram.

A complete wiring diagram shall be supplied with the apparatus.

Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length.

Grommets shall be utilized where wiring passes through panels.

In order to minimize the risk of heat damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat resistant shielded loom.

All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

BODY ELECTRICAL HARNESS - ES-KEY

QTY: 1

POWER DISTRIBUTION MODULES FOR CLASS ONE ES-KEY

QTY: 1

Class 1 Power distribution modules shall be provided in strategic areas of the chassis to allow body harnesses to interface to multiplex system.

The Remote Power Modules (RPM) provide a method of controlling loads on the vehicle, outside the cab, without running individual wires from each switch to the load.

This electronic module distributes and controls power to various devices on the vehicle as commanded by the control system inside the cab.

The RPM is connected to the Electrical System Controller via the J1939 datalink.

Each module receives power from a power cable, protected by a fusible link to the main battery circuit.

The power distribution modules shall be mounted in a location to provide complete access for service or trouble shooting.

DOOR OPEN INDICATOR W/ INTEGRAL AUDIBLE ALARM

QTY: 1

An indicator light with an audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, an extended ladder rack, a deployed stabilizer, an extended light tower or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved.

This light shall be activated through the parking brake switch to signal when the parking brake is released.

DUNNAGE AREA LIGHTING

QTY: 1

Two (2) stainless steel, TecNiq Eon 3-LED horizontal surface mounted lights shall be provided in the dunnage area to provide adequate illumination of this area.

These lights shall be switched in the same manner as the step lights.

COMPARTMENT LIGHT ACTIVATION

QTY: 1

Compartment lighting shall be switched either from an integral switch as provided by the roll up door manufacturer or a magnetic proximity switch if it is a KME manufactured door.

COMPARTMENT LIGHTS

QTY: 8

Each individual, equipment storage compartment shall be equipped with the AMDOR, Luma Bar, LED light fixture, mounted on each side of the forward (and rear) vertical door frame.

ROOF COMPARTMENT LIGHTS

QTY: 4

A Amdor Luma Bar LED strip compartment light(s) shall be provided, to ensure proper compartment illumination.

The lights shall be mounted underneath the roof compartment door opening and shall be activated with a magnetic door switch that shall be connected to the door ajar warning circuit.

CUST PUMP/TANK/RES BODY LED MARKER LIGHTS

QTY: 1

DOT MARKER LIGHTS FORWARD OF CAB DOOR

QTY: 1

Amber LED DOT marker lights with reflector shall be provided and mounted forward of the front cab door, one (1) each side.

MARKER/TURN LIGHTS @ EA SIDE OF BODY

QTY: 1

Red, LED marker lights with integral reflectors shall be provided at the lower side rear, having one (1) on each side.

Yellow, LED side marker and turn lights shall be provided on the apparatus lower side, forward of rear axle that puts one (1) on each side, if the apparatus is 30' long or longer.

DOT MARKER LIGHTS @ REAR OF BODY

QTY: 1

Red, LED clearance lights shall be provided on the apparatus rear upper having one (1) on each side at the outermost practical location.

Red, LED, 3-lamp identification bar will be provided on the apparatus rear center.

DOT AMBER REFLECTORS @ SIDE OF BODY

QTY: 1

Yellow reflectors shall be provided on the apparatus body lower side, as far forward and low as practical with one (1) on each side if the apparatus is 30' long or longer.

DOT RED REFLECTORS @ REAR OF BODY

QTY: 1

Red reflectors shall be provided on the apparatus rear with one (1) on each side at the outermost practical location.

TECNIQ #L10 LED LICENSE PLATE LIGHT

QTY: 1

One (1) Tecniq model #L10 LED license plate light shall be provided above the mounting position of the license plate. The license plate shall be located on the driver's side rear of body.

The light shall be clear in color and shall have a chrome finish.

WHELEN #M6 LED BRAKE, REVERSE, & TURN W/ QUAD HOUS

QTY: 1

Two (2) Whelen M6 series, 4-5/16" x 6-3/4", LED red combination tail and stop lights, shall be mounted one each side at the rear of the body.

Two (2) Whelen M6 series, 4-5/16" x 6-3/4", LED amber arrow turn signal lights, shall be mounted one each side, on a vertical plane with the tail/stop lights.

Two (2) Whelen M6 series, 4-5/16" x 6-3/4", LED white back-up lights, shall be mounted, one each side on a vertical plane with the turn/tail/stop signals.

These lights shall activate when the transmission is placed in reverse gear.

Two (2) Whelen M6FCV4 mounting flanges, installed one (1) on each side, shall be provided to mount the lights described above in one common mounting flange.

The fourth opening shall be for the lower rear warning lights.

The lights shall be mounted in order, from top to bottom, as described above.

WHELEN #M6 LED THIRD BRAKE LIGHT

QTY: 1

One (1) Whelen # M6 series, 4" x 6" size, red, LED stop light shall be mounted centered on the rear of the body as high as practical.

The light shall be mounted with a chrome flange.

BODY STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES

QTY: 2

Polished, stainless steel, TecNiq Eon 3-LED, horizontal surface, mounted body step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all body access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

PUMP ENCLOSURE WORK LIGHTS - TECNIQ LED

QTY: 1

Two (2) Tecniq, model #E18 lights shall be provided inside the pump enclosure, providing 800 lumens each.

Each light shall have their own independent switch incorporated into the light head.

WHELEN #PELCC HOSE BED LIGHTS

QTY: 1

Two (2) Whelen model PELCC, chrome plated, surface mounted lights shall be mounted to the underside of the lock and load hosebed cover.

(2) 12V HIZI FT-SL-30LED TELESCOPING W/POLES-

QTY: 1

Two (2) HiViz model #FT-SL-30, 12 volt led flood lights shall be installed, one (1) each side, on the front of the body, each using a Fire Research, telescoping pole.
Each light shall be switched from the cab.

Each light head will be black in color.

FRC SPECTRA 900 LED SCENE LIGHTS BEHIND FRONT CAB

QTY: 1

Two (2) Fire Research Spectra 900, LED scene lights shall be provided, (1) one on each side of the cab, directly behind the front cab entrance door in a chrome plated flange.

Each light shall be 9 wide by 6 high by 1 deep, draw 6 amps, and produce 7,000 lumens.

The scene lights shall be wired through the load management system.

FRC SPECTRA 900 LED SCENE LIGHTS ON REAR OF BODY

QTY: 1

Two (2) Fire Research Spectra 900, LED scene lights shall be provided, (1) one on each side of the rear body panel in a chrome plated flange.

Each light shall be 9 wide by 6 high by 1 deep, draw 6 amps, and produce 7,000 lumens.

The scene lights shall be wired through the load management system.

CAB SCENE LIGHTS TO BE ACTIVATED BY CAB DOORS

QTY: 1

In addition to the cab mounted switch for the cab scene lights, the driver and officer cab doors shall activate the respective light when a cab door is opened.

REAR SCENE LIGHTS TO BE ACTIVATED BY REVERSE LIGHT

QTY: 1

In addition to the cab mounted switch for the rear scene lights, the rear scene lights shall illuminate when the transmission is placed in reverse gear and the apparatus is operating as an emergency vehicle (Primary Warning switch on).

REAR TRAFFIC WARNING LIGHT

QTY: 1

One (1) Whelen LED "Traffic Advisor", model TAL65 36", rear directional light shall be installed on the rear of the body.

The light shall be equipped with six (6) lamps.

The directional light shall be activated by a control module.

The control module shall be conveniently located near the driver's position.

The rear directional light shall be wired through the load management system of the unit.

TRAFFIC ADVISOR - RECESSED IN REAR STEP

QTY: 1

The traffic advisor will be recessed in the rear intermediate step.

DOT HORN

QTY: 1

A single electric horn activated by the steering wheel horn button shall be furnished.

BACK-UP ALARM

QTY: 1

A Preco # 1040, self adjusting 87 thru 112dBA back-up alarm, shall be provided and installed at the rear of the apparatus under the tailboard.

The back-up alarm shall activate and automatically adjust to ambient noise levels when the transmission is placed in reverse gear and the ignition is "on."

SINGLE CHROME AIR HORN

QTY: 1

A single, Hadley, chrome plated air horn shall be at the front of the vehicle.

The air horn shall be mounted in full compliance with NFPA-1901.

The supply line shall be a minimum of 1/4".

SINGLE AIR HORN

QTY: 1

The air horn shall be recessed in the front bumper.

AIR HORN CTRL - STEERING WHEEL

QTY: 1

The air horn(s) shall be controlled by the steering horn button on driver's side.

An air horn/electric DOT horn, selector switch shall be furnished on the dash for the drivers steering horn button.

AIR HORN CONTROL

QTY: 1

The air horn(s) shall be controlled by the steering wheel horn button for the driver.

AIR HORN CONTROL

QTY: 1

The air horn(s) shall be controlled by a push button, located on the dash on the officer's side.

ELECTRONIC SIREN

QTY: 1

One (1) Whelen # 295HFS2, 100 watt electronic siren shall be provided featuring: flush mount remote control head recessed in center dash panel as space allows, "Si-Test" self diagnostic feature, six (6) function siren, radio repeat, and public address.

The electronic siren and speaker shall meet the NFPA required SAE certification to ensure compatibility between the siren and speaker.

WHELEN SA315P SPEAKER

QTY: 1

One (1) Whelen, model # SA315P composite black siren speaker, shall be provided, recessed in the front bumper and wired to the electronic siren.

POLISHED STEEL ELECTRONIC SIREN SPEAKER GRILL

QTY: 1

A custom electric siren speaker grill shall be provided. This grill shall include the KME company logo cut into the center.

MECHANICAL SIREN

QTY: 1

One (1) Federal Model #Q2B mechanical siren shall be provided to provide audible warning.

SIREN LOCATION

QTY: 1

The Q2B siren shall be semi-recessed into the bumper on the driver's side.

The siren shall be recessed so the front grille portion of the siren is exposed and protruding beyond the bumper.

SIREN CONTROL - FLOOR SWITCH, DRIVER

QTY: 1

A floor mounted foot switch shall be provided for the driver.

A siren brake button shall be provided near the driver's position.

ELECTRO/MECHANICAL SIREN BRAKE CONTROL

QTY: 1

A dash mounted push button switch shall be provided for the officer to control the brake on the electro/mechanical siren.

ELECTRO/MECHANICAL SIREN BRAKE CONTROL

QTY: 1

A dash mounted push button switch shall be provided for the driver to control the brake on the electro/mechanical siren.

ELECTRO/MECHANICAL SIREN CONTROL

QTY: 1

A floor mounted foot switch shall be provided for the driver to activate the electro/mechanical siren.

ELECTRO/MECHANICAL SIREN CONTROL

QTY: 1

A dash mounted switch shall be provided for the officer to activate the electro/mechanical siren.

SIREN BRAKE

QTY: 1

A second push button siren brake switch shall be provided on the cab dash near the officers seating position.

WEATHER BAND AM/FM/WX/CD STEREO

QTY: 1

A Weather Band/AM/FM, CD, MP3, Satellite ready player with a wireless remote shall be installed in the cab overhead panel as space allows.

The speakers shall be located as follows:

- (2) 6 inch mounted in the Front of the cab
- (2) 6 inch mounted in the Rear of the cab

A heavy duty flexible base antenna shall be provided on the cab.

HALE QMAX-150 1500 GPM SINGLE STAGE PUMP

QTY: 1

- HALE QMAX-150
- 1500 G.P.M.

Single Stage The pump must deliver the percentage of rated capacity at the pressure listed below:

- 100% of rated capacity at 150 P.S.I. net pump pressure
- 100% of rated capacity at 165 P.S.I. net pump pressure
- 70% of rated capacity at 200 P.S.I. net pump pressure
- 50% of rated capacity at 250 P.S.I. net pump pressure.

The pump shall be of a size and design to mount on the chassis rails of commercial and custom truck chassis and have the capacity of 1500 gallons per minute (U.S. GPM), NFPA-1901 rated performance.

The entire pump shall be manufactured and tested at the pump manufacturer's factory. The pump shall be driven by a drive line from the truck transmission. The engine shall provide sufficient horsepower and RPM to enable the pump to meet and exceed its rated performance. The entire pump both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to performance specs as outlined by the latest NFPA-1901. Pump shall be free from objectionable pulsation and vibration. The pump body and related parts shall be of fine grain alloy cast iron with a minimum tensile strength of 30,000 PSI. All moving parts in contact with water shall be of high quality bronze or stainless steel. Pumps utilizing castings made of lower tensile strength cast iron are not acceptable. Pump body shall be horizontally split, on a single plane in two sections for easy removal of entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in chassis.

Pump shaft to be rigidly supported by three bearings for minimum deflection. One high lead bronze sleeve bearing shall be located immediately adjacent to the impeller (on side opposite the gearbox). The sleeve bearing is to be lubricated by a force fed, automatic oil lubricated design, pressure balanced to exclude foreign material. The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel to be super-finished under packing with galvanic corrosion (zinc foil separators in packing) protection for longer shaft life. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

The pump shall have one double suction impeller. The pump body shall have two opposed discharge volute cutwaters to eliminate radial unbalance. Pump impeller shall be hard, fine grain bronze of the mixed flow design, accurately machined, and individually balanced. The vanes of the impeller intake eyes shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower. Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body, and of wrap-around double labyrinth design for maximum efficiency.

PUMP RATIO

QTY: 1

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

The manufacturer shall supply at time of delivery copies of the pump manufacturer's certification of hydrostatic testing, the engine manufacturer's current certified brake horsepower curve.

PUMP MOUNTS - MID-SHIP PUMPS

QTY: 1

Extra heavy duty pump mounting brackets shall be furnished.

These shall be bolted to the frame rails in such a position to perfectly align the pump so that the angular velocity of the drive line joints shall be the same on each end of the drive shaft.

This shall assure full capacity performance with a minimum of vibration. Mounting hardware shall utilize Grade 8 bolts.

HALE MECHANICAL PUMP SEAL

QTY: 1

The mid ship pump shall be equipped with a high quality, spring loaded, self-adjusting mechanical seal capable of providing a positive seal to atmosphere under all pumping conditions.

This positive seal to atmosphere must be achievable under vacuum conditions up to 26 Hg (draft) or positive suction pressures up to 250 PSI.

The mechanical seal assembly shall be 2 inches in diameter and consists of a carbon sealing ring, stainless steel coil spring,

Viton rubber boot, and a tungsten carbide seat with a Teflon backup seal provided.

Only one (1) mechanical seal shall be required, located on the first stage suction (inboard) side of the pump and be designed to be compatible with a one piece pump shaft.

A continuous cooling flow of water from the pump shall be directed through the seal chamber when the pump is in operation.

HALE PUMP "G" DRIVE UNIT, ALL HALE FULL CAST PUMPS

QTY: 1

The drive unit shall be completely assembled and tested at the pump manufacturer's factory.

Pump drive unit shall be of sufficient size to withstand up to 16,000 lbs. ft. of torque of the engine in both road and pump operating conditions.

The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat treated chrome nickel steel and at least 2-3/4 inches in diameter on both the input and output drive shafts.

They shall withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, shall be of the highest quality electric furnace chrome nickel steel.

Bores shall be ground to size and teeth integrated, chrome-shaven and hardened, to give an extremely accurate gear for long life, smooth, quiet running and higher load carrying capability.

An accurately cut spur design shall be provided to eliminate all possible end thrust.

PUMP SHIFT MANUAL OVERRIDE

QTY: 1

An emergency manual pump shift control shall be furnished on the left side pump panel which may be utilized if the air shift control does not operate. A transmission, manual lock-up switch shall be furnished in the cab to ensure positive lock-up of the transmission.

HALE PUMP SHIFT INDICATOR LIGHTS

QTY: 1

For automatic transmissions, three (3) green warning lights shall be provided to indicate to the operator(s) when the pump has completed the shift for Road to Pump position.

Two (2) green lights to be located in the truck driving compartment and one (1) green light on pump operator's panel adjacent to the throttle control.

For manual transmissions, one (1) green warning light shall be provided for the driving compartment.

All lights to have appropriate identification/instruction plates.

HALE ANODE BLOCKS - ALLOY - 2 TOTAL

QTY: 1

Two (2) Hale Alloy Anode blocks shall be provided and located one (1) on the suction side and one (1) on the discharge side of the pump to protect the pump from corrosion.

The Anodes shall be painted Safety Yellow for identification purposes.

HALE THERMAL RELIEF VALVE - LIGHT AND BUZZER

QTY: 1

A Hale Model TRV-L120 Thermal Relief Valve shall be provided on the pump.

If water temperature in the pump exceeds 120 degrees Fahrenheit, the thermal relief valve shall automatically open and discharge pump water to the ground, through a 3/8" discharge line, routed below the pump module. The TRV shall include a warning lamp and buzzer.

The thermal relief valve shall automatically close when the water temperature is lowered.

AUXILIARY ENGINE COOLER

QTY: 1

An auxiliary cooler or heat exchanger shall be installed in the engine compartment between the engine and the chassis radiator.

The cooler shall permit the use of water from the pump for cooling the engine.

The cooling shall be done without mixing engine and pump water.

FIRE RESEARCH "THROTTLE XCEL"

QTY: 1

The apparatus shall be equipped with a Fire Research ThrottleXcel model ELA201- D00 engine throttle and monitoring display shall be installed.

The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8" wide by 1 1/2" deep.

The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center.

It shall not extend more than 1 3/4" from the front of the control module.

Inputs for monitored information shall be from a J1939 databus or independent sensors.

Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The engine RPM shall be set to idle when the pump engaged interlock signal is recognized regardless of the throttle control knob position.

Optical technology shall be used to detect the direction and speed that the control knob rotated for RPM control.

The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs • Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display
- Interlock; OK TO PUMP LED is green to indicate throttle ready.

A dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator.

Operator selections and inputs shall be via push buttons on the front panel.

The program shall store the accumulated operating hours for the pump and engine, previous incident hours, and current incident hours in a non-volatile memory.

Stored elapsed hours shall be displayed at the push of a button.

The program shall have calibration and self-diagnostic capabilities.

It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- Low Oil Pressure
- High Engine Coolant Temperature
- High Transmission Temperature
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Battery Voltage
- High Engine RPM.

The program features shall be accessed via push buttons located on the front of the control module.

There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

HALE TPM PRESSURE RELIEF VALVE SYSTEM

QTY: 1

The pump shall be equipped with a Hale Model TPM Total Pressure Master relief valve system to provide automatic protection against excess inlet or discharge pressure variations during pumping operations.

This system shall incorporate an operator's panel mounted pressure control valve with an easy to read and set pressure adjusting scale.

Automatic pressure sensing devices shall be provided to monitor and control pressure changes on both sides of the pump to comply fully with NFPA-1901 requirements.

Excess pressures shall be plumbed to discharge water under the pump enclosure away from the pump operator.

The Total Pressure Master relief valve control shall eliminate the need for additional external mounted relief valves.

ELKHART STYLE #40 INTAKE RELIEF VALVE

QTY: 1

An Elkhart Model 40 intake relief valve system shall be plumbed on the suction side of the pump to comply fully with NFPA-1901 requirements.

It shall have an adjustable pressure relief setting from 75 psi to 250 psi and is factory preset at 125 psi.

Excess pressures shall be plumbed to discharge water under the pump enclosure away from the pump operator.

TRIDENT "MANUAL" AIR PRIMING SYSTEM

QTY: 1

The priming pump will be a Trident air primer system.

A push in primer handle will open the priming valve and prime the pump.

ROTARY MASTER DRAIN VALVE

QTY: 1

A rotary type, 12 port, master drain valve shall be provided and controlled at the lower portion of the side pump panel.

The valve shall be located in pump compartment lower than the main body and connected in such a manner as to allow complete water drainage of the pump body and all required accessories.

Water shall be drained below the apparatus body and away from the pump operator.

DRAINS/BLEEDER "INNOVATIVE CONTROLS" LIFT UP @ ALL

QTY: 1

All lines shall drain through the master drain valve or shall be equipped with individual drain valves, easily accessible, and labeled.

One (1) individual "Innovative Control" lift up drain valve shall be furnished for each 1-1/2" or larger discharge port and each 2-1/2" gated auxiliary suction.

Drain/bleeder valves shall be located at the bottom of the side pump module panels. All drains and bleeders shall discharge below the running boards.

SYNFLEX SUCTION, DISCHARGE, PRESSURE AND CONTROL L

QTY: 1

Small lines within the pump enclosure shall be constructed from Synflex hose.

Uses include but are not limited to such lines as priming control, gauge lines, drain lines, air control valves, pump shift, supplemental cooling, foam flush, and air bleeder valves.

SUCTION INLETS - 6" INLETS

QTY: 1

Two (2) 6" N.S.T. suction inlets shall be provided, one on the driver side and one on the officer side pump panel.

A removable strainer shall be installed on each inlet.

SHORT NECK MAIN PUMP SUCTION INLETS

QTY: 1

The main pump suction inlets shall be furnished with a short suction end, terminating with only the suction threads protruding through the side panel to minimize the distance an exterior appliance protrudes beyond the pump panel.

BEHIND PANEL MOUNT

QTY: 1

All side gated inlet valves shall be recess mounted behind the side pump panels or body panels. There will be no exceptions.

DELETE SUCTION INLET CAP DRIVER SIDE

QTY: 1

The suction cap provided as standard equipment shall be deleted.

DELETE SUCTION INLET CAP OFFICER SIDE

QTY: 1

The suction cap provided as standard equipment shall be deleted.

TFT INTAKE VALVES

QTY: 1

Two (2) TFT L.A. County Spec. ball-type intake valves. Part# AZ7HNP-NX-03 is a Jumbo BIV 4" F x 6" F in Ral Red without PRV with hand shaft on top will be provided one for each intake.

2-1/2" DS AUX PRIMARY SUCTION INLET FORWARD OF MA

QTY: 1

One (1) 2-1/2" auxiliary suction shall be provided at the driver side pump panel, to the front of the main inlet.

The 2-1/2" auxiliary suction shall terminate with a removable strainer, chrome plated 2-1/2" NST female swivel with a chrome plated plug and retaining chain.

2-1/2" AKRON #8800 S.S. BALL VALVE, DS FRONT AUX S

QTY: 1

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the driver's side front auxiliary suction.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

SWING CONTROL @ VALVE, DS FRONT AUX SUCTION

QTY: 1

A 1/4 turn swing control handle shall be provided on the driver side, front auxiliary suction valve.

TANK TO PUMP

QTY: 1

One (1) 4" tank to pump line shall be piped through the front bulkhead of the tank with a 90 degree elbow down into the tank sump.

This line shall be plumbed directly into the rear of the pump suction manifold for maximum efficiency.

A check valve shall be provided to prevent accidental pressurization of the water tank through the pump connection.

Connection from the valve to the tank shall be made by using a non-collapsible flexible rubber hose.

3" AKRON #8800 SERIES - S.S. BALL, VALVE , TANK TO

QTY: 1

An Akron Brass 3" Generation II Swing-Out Valve shall be provided between the pump suction manifold and the water tank.

The valve shall have an all brass body with flow optimizing, stainless steel ball and dual polymer seats.

3" PUSH/PULL CONTROL FOR TANK TO PUMP

QTY: 1

A push/pull control handle shall be located on the operator's panel with function plate.

TANK FILL LINE 2" FROM PUMP - SIDE MOUNT

QTY: 1

One (1) 2" gated full flow pump to tank refill line controlled at the pump panel shall be provided. A deflector shield inside the tank shall be furnished. Tank fill plumbing shall utilize 2" high pressure hose for tank connection to accommodate flexing between components. There will be no exceptions.

2" AKRON #8800 SERIES - S.S. BALL TANK FILL, SIDE

QTY: 1

An Akron Brass 2" Generation II Swing-Out Valve shall be provided between the pump discharge manifold and the water tank.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

PUSH/PULL CONTROL FOR TANK FILL

QTY: 1

A push/pull control handle shall be located on the operator's panel with function plate.

DS MAIN DISCHARGE #1

QTY: 1

A discharge shall be provided and located at the driver's side pump panel.

The driver's side discharges # 1 shall terminate with NST threads, through the left panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

2-1/2" AKRON #8800 SERIES - S.S. BALL, DS #1

QTY: 1

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the driver's side #1 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

DS #1 DISCH - 2-1/2" STRAIGHT NST & 30-DEGREE NST

QTY: 1

The discharge valve shall be equipped with a straight 2 1/2" NST adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

2-1/2" NST PRESSURE VENTED CAP - DS DISCHARGE #1

QTY: 1

A 2 1/2 " NST, chrome plated pressure vented cap shall be installed on driver's side #1 discharge.

SWING 1/4 TURN CONTROL FOR DS DISCHARGE #1 -SIDE M

QTY: 1

The driver's side # 1 discharge valve shall be controlled by a 1/4 turn swing control handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - DS #1

QTY: 1

The driver's side # 1 discharge shall be equipped with a Class One Sub-Z II, 3.5" diameter, interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright, metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

DS MAIN DISCHARGE #2

QTY: 1

A discharge shall be provided and located at the driver's side pump panel.

The driver's side discharges # 2 shall terminate with NST threads, through the left panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

2-1/2" AKRON #8800 SERIES - S.S. BALL, DS #2

QTY: 1

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the driver's side #2 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

DS #2 DISCH - 2-1/2" STRAIGHT NST & 30-DEGREE NST

QTY: 1

The discharge valve shall be equipped with a straight 2 1/2" NST adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

2-1/2" NSTF X 1-1/2" NSTM REDUCER WITH CAP DS DISC

QTY: 1

A 2-1/2" NSTF X 1-1/2" NSTM reducer with cap shall be provided on the driver's side # 2 discharge.

SWING 1/4 TURN CONTROL FOR DS DISCHARGE #2 -SIDE M

QTY: 1

The driver's side # 2 discharge valve shall be controlled by a 1/4 turn swing control handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - DS #2

QTY: 1

The driver's side # 2 discharge shall be equipped with a Class One, Sub-Z II, 3.5" diameter, interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

OS MAIN DISCHARGE #1

QTY: 1

A discharge shall be provided and located at the officer's side pump panel.

The officer's side discharges #1 shall terminate with NST threads, through the officer's side panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

3" AKRON #8800 SERIES - S.S. BALL, VALVE OS #1, SI

QTY: 1

An Akron Brass, 3" Generation II, Swing-Out Valve shall be provided for the officer's side #1 discharge.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

OS #1 DISCH - 3" STRAIGHT NST & 30-DEGREE NST ELBO

QTY: 1

The discharge valve shall be equipped with a straight, 3" NST adapter that shall be equipped with a 3" NST, 30-degree, chrome plated elbow.

3" NSTF X 4" NSTM ADAPTER

QTY: 1

A 3" NSTF X 4" NST 30° adapter w/cap shall be provided on the officer's side #1 discharge. THIS FITTING WILL BE A SINGLE PIECE, Chrome plated brass

A 4" NSTF X 2-1/2" NSTM reducer with cap shall be provided on the officer's side # 1 discharge.

SWING 1/4 TURN CONTROL FOR OS DISCHARGE #1 -SIDE M

QTY: 1

The officer's side, # 1 discharge valve shall be controlled by a 1/4 turn, swing control handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - OS #1

QTY: 1

The officer's side, # 1 discharge shall be equipped with a Class One, Sub-Z II, 3.5" diameter, interlube filled, pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

OS MAIN DISCHARGE #2

QTY: 1

A discharge shall be provided and located at the officer's side pump panel.

The officer's side discharges #2 shall terminate with NST threads, through the officer's side panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

2-1/2" AKRON #8800 SERIES - S.S. BALL, OS #2, SIDE

QTY: 1

An Akron Brass, 2 1/2" Generation II, Swing-Out Valve shall be provided for the officer's side #2 discharge.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

OS #2 DISCH - 2-1/2" STRAIGHT NST & 30-DEGREE NST

QTY: 1

The discharge valve shall be equipped with a straight, 2 1/2" NST, adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

SWING 1/4 TURN CONTROL FOR OS DISCHARGE #2 -SIDE M

QTY: 1

The officer's side, #2 discharge valve shall be controlled by a 1/4 turn swing control handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - OS #2

QTY: 1

The officer's side, #2 discharge shall be equipped with a Class One, Sub-Z II, 3.5" diameter, interlube filled, pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright, metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

OS REAR DISCHARGE 2-1/2"

QTY: 1

A 2 1/2" NST rear discharge shall be provided at the rear of the vehicle, plumbed from the pump.

OS REAR DISCHARGE THROUGH TANK SLEEVE @ OS REAR BO

QTY: 1

The rear discharge shall be plumbed through a pipe sleeve integrated into the water tank that shall terminate on the rear body panel, on the officer side of the body.

2-1/2" NST MALE THREADS ON OS REAR DISCHARGE

QTY: 1

The discharge shall be equipped with a 30 degree droop terminating in 2-1/2" NSTM threads.

The officer side rear discharge pipe shall be furnished with 2-1/2" NSTM threads.

OS REAR DISCHARGE, PLUMBING, 2-1/2" STAINLESS STEEL

QTY: 1

The officer side rear discharge shall be plumbed utilizing 2 1/2" schedule 10 stainless steel piping, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the rear of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

2-1/2" AKRON #8800 SERIES - S.S. BALL, VALVE OS RE

QTY: 1

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the officer's side rear discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

PUSH/PULL CONTROL FOR OS REAR DISCHARGE

QTY: 1

The officer side rear discharge valve shall be controlled by a push/pull handle located on the operator's panel.

2-1/2" NST OS REAR DISCHARGE PRESSURE VENTED CAP

QTY: 1

A 2 1/2" NST chrome plated pressure vented cap shall be installed at the officer side rear discharge.

2-1/2" NSTF X 1-1/2" NSTM REDUCER WITH CAP - OS RE

QTY: 1

A 2-1/2" NSTF X 1-1/2" NSTM reducer(s) with cap shall be provided on the officers side rear discharge.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - OS RE

QTY: 1

The officer side rear discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

DECK GUN DISCHARGE

QTY: 1

A deck gun discharge shall be plumbed from the pump to an area on top of the vehicle.

The deck gun piping shall be firmly supported and braced.

DECK GUN DISCH TERMINATE @ CENTER OF DUNNAGE

QTY: 1

The deck gun discharge shall be located in the center of the dunnage area above the pump module.

A pedestal type, 1/4" steel plate support assembly shall be provided to stabilize deck gun plumbing below deck gun mount flange.

DECK GUN DISCHARGE TERMINATION TO MATCH DECK GUN

QTY: 1

The deck gun discharge pipe shall terminate with a connection matching the specified deck gun model and accessories.

3" TFT MANUAL EXTEND-A-GUN (18") PIPE

QTY: 1

To improve the operation range of the deck gun, the discharge pipe shall be outfitted with a TFT (18") Extend-A-Gun, part # XG18VL-**. The Extend-A-Gun shall be wired to the hazard light on the cab dash.

DECK GUN DISCHARGE

QTY: 1

Deck gun height will be limited to the critical overall apparatus height listed in the spec. To avoid excessive travel heights the monitor will be positioned as low a practical while still allowing functionality of water stream.

DECK GUN DISCHARGE, PLUMBING, 3" STAINLESS STEEL P

QTY: 1

The deck gun discharge shall be plumbed utilizing 3" schedule 10 stainless steel piping, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the deck gun location.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

3" AKRON #8800 SERIES - S.S. BALL, VALVE DECK GUN

QTY: 1

An Akron Brass 3" Generation II Swing-Out Valve shall be provided for the deck gun discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

SECONDARY DECK GUN VALVE

QTY: 1

A second Akron Brass 3" Generation II Swing-Out Valve shall be provided for the deck gun discharge. It will be mounted between the TFT Extend-a-gun and the monitor appliance to allow the operator to control the stream from above.

PUSH/PULL CONTROL FOR DECK GUN DISCHARGE

QTY: 1

The deck gun discharge valve shall be controlled by a push/pull handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - DG

QTY: 1

The deck gun discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening. To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge face shall be white with black numerals.

STANG DECK GUN - LA COUNTY

QTY: 1

Stang, model #930787 rated 1200 GPM @100 psi.

Technical Specifications

- o Constructed from U.S. forged 316 Stainless Steel (waterways, flanges, thread butts outer swivels)
- o Single Waterway Type
- o Balanced, High-Efficiency Flow
- o Inlet – 3.0" ANSI 150# Rated Flange
- o Threaded Outlet, 2.5" NH (NST)
- o Horizontal and Vertical Swivels w/Locking Knob Brakes
- o Swivels Incorporate Two Rows of Stainless Steel Ball Bearings
- o Boundary Balanced Dashboard-Style Oil-Filled Gauge (0-300 PSI w/shroud)
- o Permanently Mounted, Fully Retractable E-Handle
- o Spring Loaded Drop Notch Handle Latch
- o Continuous Bore, Low-Profiled Inlet Flange

- o High Polish Finish Throughout
- o 1250 GPM Max Flow Rate @ 150 PSI
- o 360° Horizontal Rotation
- o +70°/-20° Vertical Travel
- o Does not include Nozzle
- o Designed, Engineered and made in the USA.

A set of T stacked tips and Stubby stream straightener shall be provided with the monitor. TIPS - .75", 1.5" and 2" stack tips

#1 FRONT DISCHARGE 1-1/2"

QTY: 1

A 1 1/2" front #1 discharge shall be plumbed to the front bumper of the vehicle.

1-1/2" NST CHICKSAN SWIVEL #1 DISCHARGE- HOSE WELL

QTY: 1

The front #1 discharge shall terminate with a brass 1 1/2" NST chicksan swivel adapter in the hose well on the front bumper.

#1 FRONT DISCHARGE, PLUMBING, 2" STAINLESS STEEL P

QTY: 1

The front #1 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping, flexible hosing, 45 degree elbows, and a limited number of 90 degree sweep elbows in an assembly from the pump to the front of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

Automatic discharge drains shall be provided at all low points in the plumbing.

2" AKRON #8800 SERIES - S.S. BALL, VALVE FRONT#1 D

QTY: 1

An Akron Brass 2" Generation II Swing-Out Valve shall be provided for the front #1 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

PUSH/PULL CONTROL FOR FRONT #1 DISCHARGE

QTY: 1

The front #1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - FRT #1

QTY: 1

The front #1 discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

CROSSLAY #1

QTY: 1

A crosslay hose bed shall be provided and plumbed from the pump in a transverse design, located above the pump enclosure for quick attack deployment. The crosslay hose bed flooring shall be designed to be removable and constructed from brushed finish, perforated aluminum material.

CROSSLAY #1 CAPACITY

QTY: 1

Crosslay #1 shall be designed to have a minimum total capacity of 3.5 cubic feet as required by NFPA - 1901 to accommodate a minimum of 250 feet of 1-3/4" fire hose.

CROSSLAY #1 DESIGN

QTY: 1

Crosslay #1 hose bed shall be designed to accommodate the fire hose in a double stack configuration.

1-1/2" NST CHICKSAN SWIVEL - CROSSLAY #1

QTY: 1

The crosslay discharge shall terminate below the hosebed floor with a 1 1/2" NSTM chicksan swivel adapter.

The crosslay hose bed floor shall be slotted to allow the swivel to extend up through the floor, allowing the pre-connected hose to be pulled off either side of the apparatus without kinking the hose at the coupling connection.

CROSSLAY #1, PLUMBING, 2" STAINLESS STEEL PIPING

QTY: 1

The crosslay #1 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to crosslay hose bed.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly, if necessary, to allow for flex and serviceability.

2" AKRON #8800 SERIES - S.S. BALL, VALVE CROSSLAY

QTY: 1

An Akron Brass 2" Generation II Swing-Out Valve shall be provided for the crosslay #1 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

PUSH/PULL CONTROL CROSSLAY #1

QTY: 1

The crosslay #1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - CL #1

QTY: 1

The crosslay #1 discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

CROSSLAY #2 1-3/4"

QTY: 1

A crosslay hose bed shall be provided and plumbed from the pump in a transverse design, located above the pump enclosure for quick attack deployment.

The crosslay hose bed flooring shall be designed to be removable, constructed from brushed finish, perforated aluminum material.

CROSSLAY #2 CAPACITY - 250 FEET OF 1-3/4" HOSE

QTY: 1

Crosslay #2 shall be designed to have a minimum total capacity of 3.5 cubic feet as required by NFPA-1901 to accommodate a minimum of 250 feet of 1-3/4" fire hose.

CROSSLAY #2 - DOUBLE STACK HOSE DESIGN

QTY: 1

Crosslay #2 hose bed shall be designed to accommodate the fire hose in a double stack configuration.

1-1/2" NST CHICKSAN SWIVEL - CROSSLAY #2

QTY: 1

The crosslay discharge shall terminate below the hose bed floor with a 1 1/2" NSTM chicksan swivel adapter. The crosslay hose bed floor shall be slotted to allow the swivel to extend up through the floor, allowing the pre-connected hose to be pulled off either side of the apparatus without kinking the hose at the coupling connection.

CROSSLAY #2, PLUMBING, 2" STAINLESS STEEL PIPING

QTY: 1

The crosslay #2 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to crosslay hose bed.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly, if necessary, to allow for flex and serviceability.

2" AKRON #8800 SERIES - S.S. BALL, VALVE CROSSLAY

QTY: 1

An Akron Brass 2" Generation II Swing-Out Valve shall be provided for the crosslay #2 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

PUSH/PULL CONTROL CROSSLAY #2

QTY: 1

The crosslay #2 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - CL #2

QTY: 1

The crosslay #2 discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

DEADLAY HOSE STORAGE ABOVE PUMP-200' OF 2-1/2" HOS

QTY: 1

A deadlay storage area shall be provided on the top of the pump enclosure to accommodate 200 feet of 2-1/2" hose.

The hose storage area shall have a floor of perforated aluminum material and the sides shall be lined with brushed aluminum material.

CROSSLAY SCUFF PLATES

QTY: 1

Radiused stainless steel lower scuff plates to be provided at each end of the crosslay hose beds.

CROSSLAY STORAGE - MODIFIED

QTY: 1

Crosslay storage to be modified from 18" to 15" wide; each crosslay shall be 7.5" wide.

Note: There is only one (1) divider.

CROSSLAY DIVIDER OPTIONS

QTY: 1

The interior surfaces of the hose beds and partitions shall be brushed aluminum or stainless steel. A 1" minimum diameter tubing reinforcement shall be welded to the top and outer ends of the partitions and outer walls.

END FLAPS FOR TREAD PLATE CROSSLAY COVER-LA COUNTY

QTY: 1

Provide a U.V. and flame resistant 2" X 2" nylon webbing with buckle type retention over side openings of hose beds to secure hose lays from sliding out. The flap will be held in place with cinch style clasps that will be sewn into the retentions straps. **Note: The mesh style netting will NOT be acceptable.**

Reference LA County GSO 10683-91

END FLAP COVER BLACK IN COLOR

QTY: 1

The crosslay end flap shall be black in color.

TREAD PLATE CROSSLAY COVER - LA COUNTY STYLE

QTY: 1

Two (2) transversely hinged 3/16" polished aluminum tread plate covers, with a 90-degree bend on the rear edge, shall be installed over the hose beds with locking devices to secure the covers in both the opened and closed positions. The full width piano-type stainless steel hinges, with stainless steel pins, shall be mounted on the forward side of the compartment. Each cover shall support the weight of a fire fighter standing on it in the closed position.

Reference: LA County GSO 10683-91

BOOSTER REEL #1

QTY: 1

BOOSTER REEL #1 DISCHARGE

QTY: 1

A 1 1/2" booster reel discharge shall be plumbed from the pump to the booster reel.

BOOSTER REEL #1 DISCHARGE, PLUMBING, 1" HOSE

QTY: 1

The booster reel discharge shall be plumbed from the valve to the hose reel utilizing 1" hose. The end of the hose connected to the hose reel shall be equipped with a swivel end for ease in hose replacement.

1-1/2" AKRON #8800 SERIES - S.S. BALL, VALVE BOOST

QTY: 1

A 1 1/2" Akron, #8800 series, full flow, stainless steel ball valve shall be provided for the booster reel #1 discharge.

PUSH/PULL CONTROL FOR BOOSTER REEL #1

QTY: 1

The booster reel discharge valve shall be controlled by a push/pull handle located on the operator's panel.

CLASS ONE LIQUID FILLED 3 1/2" PRESS GAUGE - BR #1

QTY: 1

The booster reel discharge shall be equipped with a Class One Sub-Z II, 3 diameter interlube filled pressure gauge with pulse and vibration dampening.

To prevent internal freezing, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.

A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

The gauge face shall be white with black numerals.

BOOSTER REEL #1 - HANNAY ALUMINUM

QTY: 1

BOOSTER REEL #1 One(1) Hannay, aluminum, Super Booster, electric rewind booster reel shall be furnished.

The reel shall be equipped with a one(1) inch 90 full flow swivel joint and an adjustable brake for freewheeling, drag or full lock operation.

BOOSTER REEL #1 LOCATED ABOVE PUMP ENCLOSURE - OS

QTY: 1

The booster reel #1 shall be mounted above the pump enclosure towards the officer side of the unit.

HOSE REEL #1 REWIND EACH SIDE PUMP PANEL

QTY: 1

Booster reel rewind shall be controlled by a pump panel mounted push button on each side panel.

The booster reel circuit shall be equipped with a shielded toggle switch to act as a booster reel disconnect to avoid accidental actuation of the booster reel rewind buttons.

BOOSTER REEL #1 HOSE, 200 FEET OF 1" HOSE

QTY: 1

Each booster reel shall be equipped with 200' of 1" booster hose in 100' sections.

Each length shall be fitted with NST couplings.

TWO (2) BOOSTER REEL HOSE ROLLERS - DS & OS BLANK

QTY: 1

Two (2) horizontal hose rollers of polished stainless steel and guide spools shall be placed one (1) on each side panel.

FOAM SYSTEM STAINLESS PIPING - 1 INCH FROM FOAM SO

QTY: 1

All foam concentrate plumbing from the tank or auxiliary foam inlet to the foam system components shall be stainless steel and nonferrous material.

The foam system piping shall incorporate a check valve to prevent water from entering the foam tank; the discharge piping shall also include a check valve to prevent foam solution from back feeding into the discharge side of the pump.

Individual discharge piping shall be as specified for each discharge.

The complete foam system shall be tested in accordance with NFPA-1901.

FOAMPRO 2001 CLASS "A AND/OR B" FOAM SYSTEM

QTY: 1

A FoamPro model 2001, electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system shall be installed in the pumping system.

The system shall be capable of handling Class "A" foam concentrates and most Class "B" foam concentrates.

The foam proportioning operation shall be based on direct measurement of water flows, and remain consistent within the specified flows and pressures.

System must be capable of delivering accuracy to within 3% of calibrated settings over the advertised operation range when installed according to factory standards.

The system shall be equipped with a digital electronic control display suitable for installation on the pump panel.

Incorporated within the control display shall be a microprocessor that receives input from the system flow meter, while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam concentrate is injected into the discharge side of the fire pump.

A paddlewheel-type flow meter shall be installed in the discharge or manifold system specified to be foam capable.

A Full flow check valve shall be provided to prevent foam contamination of fire pump and water tank or water contamination of foam tank.

A 12 or 24-volt electric motor drive positive displacement foam concentrate pump, rated up to 2.5 GPM (9.5 L/min) @ 150 psi with operating pressures up to 400 psi (27.6 BAR), shall be installed in a suitable, accessible location.

The system shall draw a maximum of 40 amps @ 12 VDC or 21 amps @ 24 VDC.

A pump motor electronic driver (mounted to the base of the pump) shall receive signals from the computer control display and power the 1/2 hp (0.40 Kw) electric motor directly coupled to the concentrate pump in a variable speed duty cycle to ensure that the correct proportion of concentrate preset by the pump operator is injected into the water stream.

The digital computer control display located on the pump operator's panel shall enable the pump operator to perform the following control and operation functions for the foam proportioning system:

- Provide push-button control of foam proportioning rates from 0.1% to 9.9%, in 0.1% increments
- Show current flow-per-minute of water
- Show total volume of water discharged during and after foam operations are completed
- Show total amount of foam concentrate consumed
- Simulate flow rates for manual operation
- Perform setup and diagnostic functions for the computer control microprocessor
- Flash a low concentrate warning when the foam concentrate tank(s) runs low
- Flash a no concentrate warning and shut the foam concentrate pump off, preventing damage to the pump, should the foam tank(s) empty

The digital computer control display shall interface with the options listed; provide dual foam calibration, and display separate totals for each foam concentrate used.

If two foam tanks are required and piped to the foam concentrate pump, either an electric dual tank valve or the manual dual tank valve shall be provided.

Components of the complete proportioning system shall include:

- Operator control and display
- Paddlewheel flow meter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low-level tank switch (Switches)
- Electronic dual tank valve or manual dual tank valve (if more than one tank)
- Foam injection check valve
- Main waterway check valve

Accurate concentration proportioning can be achieved, based on the following water flows:

- 85 GPM water 3.0% concentration
- 260 GPM water 1.0% concentration
- 520 GPM water 0.5% concentration
- 1300 GPM water 0.2% concentration

Note: Multiple discharges plumbed to this system may affect performance if the flow rates are exceeded by any one discharge or the totality of multiple discharges at one time!

INJECTION SYSTEM DISCHARGE PLUMBING

QTY: 1

The discharge piping shall be equipped with a properly sized flow meter sensor, based on the systems capabilities.

The foam system shall be plumbed to the following discharge/s through the discharge piping or manifold system:

INJECTION FOAM SYSTEM INSTALLED ON CROSSLAY #1

QTY: 1

Crosslay #1 discharge.

INJECTION FOAM SYSTEM INSTALLED ON CROSSLAY #2

QTY: 1

Crosslay #2 discharge.

FOAM SYSTEM INSTALLED ON FRONT DISCHARGE

QTY: 1

Front discharge.

INJECTION FOAM SYSTEM INSTALLED ON OS REAR DISCHAR

QTY: 1

Officer's side rear discharge.

INJECTION FOAM SYSTEM INSTALLED ON HOSEREEL # 1

QTY: 1

Hose reel # 1 discharge.

PUMP INSTALLATION

QTY: 1

SIDE MOUNT PUMP MODULE

QTY: 1

The pump module shall be a self-supported structure mounted independently from the body and chassis cab.

The design must allow normal frame deflection without imposing stress on the pump module structure or side running boards. The pump module shall be securely mounted to the chassis frame rails.

PUMP MODULE MATERIAL

QTY: 1

The pump module shall be a welded frame work utilizing structural aluminum components properly braced to withstand the rigors of chassis frame flex.

SIDE MOUNT DUNNAGE AREA

QTY: 1

A dunnage area shall be provided above the pump enclosure for equipment mounting and storage. This area shall be furnished with a removable 3/16" tread plate floor and shall be enclosed on the sides.

NOTE: The size of this storage area may vary when top mounted crosslays, booster reel(s), etc., are specified and located in this area.

RUNNING BOARD STEPS (NON-AERIALS)

QTY: 1

The driver and officer running board steps shall be fabricated of 3/16" tread plate plate.

The outside edge on each step shall be fabricated with a double break, return flange.

The steps shall be rigidly reinforced with a heavy duty support structure.

The running boards shall not form any part of the compartment design, and shall be bolted into place with a minimum 1/2" clearance gap between any panel to facilitate water runoff.

SIDE MOUNT PUMP PANEL

QTY: 1

The pump operator's control panel shall be located on the driver side of the apparatus.

The pump enclosure side panels shall be completely removable and designed for easy access and servicing.

SIDE MOUNT PANELS - 12 GAUGE BRUSHED STAINLESS STEEL

QTY: 1

The left side operator's panel, gauge panel, right side pump panel and right side access door shall be fabricated from 12-gauge 304L stainless steel with a #4 (150/180 grit) standard brushed finish.

VERTICALLY HINGED GAUGE PANEL - SIDE MOUNT

QTY: 1

A full width, vertically hinged gauge access panel shall be provided at the operator's position.

Chrome plated positive locks shall be provided along with chain holders to prevent the front of the gauge panel from coming in contact with other panels when open.

OFFICER SIDE VERTICALLY HINGED PUMP ACCESS DOOR -

QTY: 1

The officer's side pump panel shall be split and vertically hinged to provide complete access to the pump and plumbing on the officer's side of the pump enclosure.

The panels shall be equipped with stainless steel hinges and secured with push type locks to hold the panels closed.

The drains located on the officer's side panel shall be fastened to the lower panel, which shall be stationary.

PANEL FASTENERS

QTY: 1

Stainless steel machine screws and lock washers shall be used to hold these panels in position.

The panels shall be easily removable to provide complete access to the pump for major service.

CAPS AND ADAPTERS SAFETY TETHER - BALL CHAIN

QTY: 1

All applicable discharge and suction caps, plugs and adapters shall be equipped with chrome plated ball chain and secured to the vehicle.

PUMP PANEL DISCH./SUCTION TRIM PLATES

QTY: 1

A high polished trim plate shall be provided around each discharge port and suction inlet opening to allow accessibility to the respective valve for service and repairs.

DISCHARGE GAUGE TRIM BEZELS

QTY: 1

Each individual discharge gauge shall be installed into a decorative chrome-plated mounting bezel that incorporates valve-identifying verbiage and color labels, unless manufacturer supplied otherwise.

IDENTIFICATION PLATES

QTY: 1

Color coded identification tags shall be provided for all gauges, controls, connections, switches, inlets and outlets.

The pump panel will match GSO 9418.

PUMP OPERATOR'S PANEL, FULL WIDTH LIGHT SHIELD/STE

QTY: 1

The pump operator's panel shall be equipped with a light shield/step that shall be full width of the control panel, and shall be positioned to cover the lights and prevent glare.

The light shield shall be fabricated from tread plate, which shall also serve as a step.

The step shall be a minimum of 8" deep X the width of the pump panel.

(Note: On apparatus with lowered style crosslays, the light shield shall be from the back of the crosslays to the rear of the pump house).

The light shield shall be equipped with the following lights:

AMDOR LUMA BAR H2O SUPER BRIGHT LED - LIGHT SHIELD

QTY: 1

Two (2) 20" Amdor Luma Bar H2O super bright led strip lights.

One (1) light under the operator's panel light shield shall be actuated when fire pump is engaged in addition to the pump engaged light.

OS PUMP PANEL LIGHT SHIELD

QTY: 1

The officer side pump panel shall be equipped with a light shield that shall be full width of the control panel, and shall be positioned to cover the lights and prevent glare.

The light shield shall be equipped with the following lights:

AMDOR LUMA BAR H2O SUPER BRIGHT LED - LIGHT SHIELD

QTY: 1

Two (2) 20" Amdor Luma Bar H2O super bright led strip lights.

The lights shall be switched with the operator panel lights.

PUMP PRESSURE & VACUUM TEST PORTS @ PANEL

QTY: 1

The pump panel shall be equipped with Vacuum Pressure test plugs to allow for test equipment to monitor pump pressure and vacuum levels.

Chrome plugs and labels shall be provided for the test ports.

4-1/2" CLASS ONE MASTER PRESSURE AND COMPOUND GAUG

QTY: 1

One (1) 4-1/2" diameter pressure gauge (labeled: "PRESSURE") and one (1) 4-1/2" diameter compound vacuum gauge (labeled: "INTAKE") shall be provided.

The master gauges shall be Class One Sub-Z II, interlube filled.

The gauge faces shall be white with black numerals.

PRESSURE & COMPOUND GAUGE RANGES - SINGLE STAGE

QTY: 1

All applicable pressure gauges shall have a range of 0 - 400 P.S.I., and the compound gauge shall have a range of -30" - 0 - 400 P.S.I.

PUMP CERTIFICATION - 750 GPM & UP

QTY: 1

The pump shall be third party performance tested to meet the requirements of NFPA-1901. There will be no exceptions.

WATER TANK

QTY: 1

The water tank shall have a capacity of 500 gallons, constructed from Poly material.

WATER TANK

QTY: 1

Water tank capacity may be reduced due to weight restrictions.

FILL TOWER

QTY: 1

The tank shall have a combination vent and manual fill tower.

The fill tower shall be constructed of 1/2" polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter.

The fill tower shall be blue in color indicating that it is a water-only fill tower.

The tower shall have a 1/4" thick removable polypropylene screen and a polypropylene hinged cover.

The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe.

The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of that is designed to run through the tank, and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction.

WATER TANK

QTY: 1

The fill tower shall be fitted with an integral 4" I.D. schedule 40 P.V.C. combination overflow/vent pipe running from the fill tower through the tank to a 4" coupling flush mounted into the bottom of the tank to allow water to overflow behind the chassis rear axle.

WATER TANK

QTY: 1

A 3" drain plug shall be provided.

INTEGRAL FOAM TANK, 25 GAL. TANK "A"

QTY: 1

Included in the total capacity of the water tank, a 25 gallon integral foam storage area shall be built into the water tank.

The foam tank shall have a latched fill tower, properly labeled as the foam fill point.

A valved drain shall be provided.

WATER TANK LEVEL GAUGE

QTY: 1

A Fire Research, model #WLA300-A00, "TANKVISION" gauge that shows the actual volume of water in the tank shall be provided on the pump operator's panel. The "TANKVISION" gauge is designed for both ease of operation and installation. The "TANKVISION" gauge utilizes ultra bright multi color LEDs for sunlight readability and also uses 2 specially designed wide-viewing lens for 180° of clear viewing. The

"TANKVISION" gauge utilizes a pressure sender to measure the liquid volume. The gauge shall be equipped with a self-calibration feature that allows the LEDs TANKVISION gauge to be used on tanks of different shapes and sizes.

Features:

- Flashes warning when the volume is less than 25%. Rapid down scrolling LEDs alert the operator when the tank is almost empty. Remote audio warning available.
- One size fits all'. The self-calibration feature allows for easy calibration of any shape or size tank.
- Multiple displays are possible with a single sender through the FRC data bus.
- Rugged waterproof cast aluminum housing.
- No fitting needed for poly tank.
- Special fittings available for other tank materials.
- Connector disconnects at back of display.

WATER TANK LEVEL GAUGE

QTY: 1

The gauge shall use a pressure transducer installed near the bottom of the water tank to determine the correct volume in the tank.

CAD DRAWING TO CUSTOMER PRIOR TO PRODUCTION

QTY: 1

A CAD drawing of the body shall be sent to the customer prior to production.

APPARATUS BODY GENERAL DESCRIPTION (PUMPER)

QTY: 1

The body side and compartment assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions. Special attention shall be taken to minimize corrosion on all fabricated parts and structural members of the body. All bolt-on components shall be provided with a dissimilar metals isolation barrier to prevent electric corrosion.

The body design shall also incorporate removable panels to access spring hangers, rear body mounts and fuel tank sending units. The body assembly shall be an all-welded configuration. The body shall be completely isolated from the cab and pump module structure.

Dimensions used in this specification shall be the general outer dimension taken from a typical line diagram of the apparatus. These dimensions shall not take into account items like material thickness, access panels, doors, and other installed options.

100" WIDE BODY, 29"/14" DEEP SIDE COMPARTMENTS

QTY: 1

The fire body shall be 100" wide to provide the maximum amount of usable hose bed and compartment space. The side body compartments shall be 29" deep in any full depth areas and 14" deep in any split depth areas.

SWEEP-OUT COMPARTMENTS (NON-AERIALS)

QTY: 1

Compartment floors shall be welded to the compartment walls and have a sweep out design for easy cleaning.

Compartments with hinged doors shall have the door opening flanges bend down to produce the sweep-out design.

Compartments with roll-up style doors shall have the external floor flange stepped down to produce a sealing surface for the roll-up doors below the compartment floor.

The sweep out design shall also permit easy cleaning.

FASTENERS

QTY: 1

FASTENERS

All exterior fasteners shall be stainless steel screws.

NOTE: The use of aluminum pop rivets or self tapping screws as a trim fastener shall not be acceptable.

COMPARTMENT LOUVERS

QTY: 1

Ventilation between compartments to atmosphere shall be provided and located to avoid water entry into compartments.

ACCESS PANELS

QTY: 1

Removable access panels shall be provided (if applicable) to access fuel tank sender, electrical junction compartment and rear body mounts.

Protective panels shall be located in the rear compartments providing access to the lights and associated wiring.

The covers shall also serve as protective covers to prevent inadvertent damage to lights or wiring from tools or equipment located in the compartment.

BODY MATERIAL TRANSPORTATION

QTY: 1

BODY MATERIAL: 12 GAUGE GALVANNEAL STEEL

QTY: 1

The body shall be assembled in fixtures to ensure accurate body dimensions and door openings. The parts used in the construction of the body weldment shall be fabricated from the highest, Grade 12 gauge galvaneal steel (ASTM A653) and will have a coating weight of A-60. After proper alignment is achieved, the body panels shall be spot-welded together to ensure proper weld penetration and then stitch-welded on all exposed seams to minimize distortion of welded assemblies. A full seam weld shall not be used due to the applied heat which shall distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams shall be caulked prior to paint being finished for proper compartment seal.

BODY SUBFRAME - STEEL

QTY: 1

The body sub structure shall be an all welded configuration utilizing a combination of 3" x 1-1/2" A500 Gr. B structural tubing and A36 structural channel.

The sub structure shall be designed to totally support the full length and width of the body. The structure shall be welded to the body side compartments to incorporate the compartments into an integral part of the body weldment.

All crosstubes of the structure shall be capped and butt welded at their point of termination to prevent water from lying inside the super structure. The super structure shall be bolted to the sides of the chassis

frame at four (4) points. The two (2) forward mounting points shall utilize a spring mount to help isolate the body from chassis deflection.

This design shall provide storage capacity in each side compartment for a minimum of 500 lbs of equipment, and a minimum of 1000 lbs of equipment in the rear step compartment.

64" WIDE FENDER - CUSTOM

QTY: 1

The body fender shall be 64" long, this shall allow for the suspension and related components to be contained within the fender, preventing any intrusion into the body compartment storage area. Bodies with notches in the front and/or rear compartment for suspension components are not acceptable. There will be no exceptions.

DRIVER FORWARD FENDER - TRIPLE STORAGE SLOT

QTY: 1

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

DRIVER REARWARD FENDER - OPEN STORAGE AREA (RECTAN

QTY: 1

A storage compartment shall be inserted into the fender to provide an open storage area for customer supplied devices such as salvage tarps, rope bags, etc.

The storage area shall be sized as tall and wide as possible in the fender (minimum of 15" wide x 7-3/4" tall), and shall be 26" deep.

This storage compartment shall provide a minimum of 1.6 cubic feet of storage space.

OFFICER FORWARD FENDER - TRIPLE STORAGE SLOT

QTY: 1

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

FENDER STORAGE COMPARTMENTS - POLISHED DOORS

QTY: 1

The fender storage area(s) shall be enclosed by a hinged door fabricated from mirror finish stainless steel.

The back side of the door shall have a section of Nylatron installed to protect the door surface from the items stored in the compartment.

Each door shall be tied into the compartment door ajar/do not move apparatus warning system.

Each fender storage compartment door will be equipped with 3M model #1333 rubber "D" style door seal.

There will be no exceptions.

SHORT PUMPER BODY (ACCOMMODATES UP TO 1000 GALLON)

QTY: 1

BODY HEIGHT

QTY: 1

The top of the body line will match the height of the cab roof.

SHORT - OS FULL HEIGHT/SPLIT DEPTH

QTY: 1

One full height/split depth compartment shall be provided forward of the rear wheels. The compartment dimensions shall be 27" wide x 68" tall and will be split depth. The compartment will be full depth in the lower 30" tall area and split depth in the upper 38" tall area.

One high sided compartment shall be provided above the rear wheels. The compartment dimensions shall be 64" wide x 35-5/8" high and split depth.

One full height/split depth compartment shall be provided behind the rear wheels. The compartment dimensions shall be 46" wide x 68" tall and will be split depth. The compartment will be full depth in the lower 30" tall area and split depth in the upper 38" tall area.

SHORT - DS FULL HEIGHT/FULL DEPTH

QTY: 1

One full height/full depth compartment shall be provided forward of the rear wheels. The compartment dimensions shall be 27" wide x 68" tall.

One high sided compartment shall be provided above the rear wheels. The compartment dimensions shall be 64" wide x 35-5/8" high. This compartment will be full depth forward of the driver side tool storage compartment.

One full height/split depth compartment shall be provided behind the rear wheels. The compartment dimensions shall be 46" wide x 68" tall.

LOCKER COMPARTMENT, 22" W X 44" H X 16"

QTY: 1

A reduced height locker compartment will be provided one (1) each side forward of the pump enclosure, 22" wide x 45" high x 14" deep with a door opening of 19-1/2" wide x 43" high. The design of the locker compartment will allow the transverse hose bed floor area, above the locker, to be located at approximately 64" from ground.

STAINLESS OVERLAYS FOR LOCKER DOORS

QTY: 1

A stainless steel overlay shall be applied on each pump panel locker compartment door and the perimeter frame around the door opening.

The overlay shall match the pump panel material in finish and grain pattern.

REAR STEP COMPARTMENT - FULL WIDTH, STANDARD HEIGHT

QTY: 1

An equipment storage compartment shall be provided on the rear of the body, located at the rear step area.

The rear step compartment shall be 42" wide x 40" high x 29" deep.

The rear step compartment shall provide approximately 28 cubic feet of storage space.

REAR STEP COMPARTMENT - FULL SIDE WALLS

QTY: 1

The rear step compartment shall have full side panels which will isolate the storage area from the side body compartments.

ROLL-UP DOORS

QTY: 1

Roll-up doors shall be provided on all compartments.

The roll-up doors shall be constructed from aluminum extruded slats which shall have a flexible seal between each slat for proper sealing of the door.

A synthetic rubber seal shall be provided at each side, top and bottom edge of the door to prevent entry of dirt into the compartment.

The door shall be equipped with a lift bar style latch mechanism which shall latch at the bottom of the door mounting extrusion.

The roll-up door assembly shall be furnished with a spring-loaded, counter balance assembly to assist in door actuation.

All running board and high side compartments shall be equipped with roll-up doors.

ROBINSON BRAND ROLL-UP DOORS, BRUSHED FINISH

QTY: 1

The roll-up doors shall be Robinson (ROM) brand roll-up doors. They should be equipped with a brushed aluminum finish and have a PVC inner seal, preventing metal to metal contact, as well as to repel moisture. The slats shall be a double-wall extrusion, approximately 1.366" high by .315" thick with interlocking end shoes, preventing the slats from moving side-to-side and binding to the door. All slats are to have interlocking joints, which prevents penetration of sharp objects.

REAR STEP COMPARTMENT - HINGED DOOR - TREADPLATE

QTY: 1

The rear step compartment shall be equipped with a hinged style compartment door. The door shall be a double door configuration.

The finish shall be tread plate.

14" WIDE COFFIN COMP'TS, SPLIT DEPTH 100" BODY, DR

QTY: 1

Roof hatch style compartments shall be provided the full length of the body, on the driver's side of the body hose bed area and shall be designed as an integral extension of the lower side compartments with a painted exterior finish. Drain tubes shall be provided at each end of each side compartment which shall extend down through the lower compartments.

Each side roof compartment shall extend the length of the body, which shall be evenly divided into two (2) individually accessed areas, which shall be open through from the front to the rear. The compartment depth shall extend from the ceiling area of the upper side compartments to the top of the body. The

interior compartment width of each side roof compartment shall be a minimum of 13-1/2" inside width with a 10" wide access door at the top.

Each roof compartment shall be equipped with an overlapping, hinged lift up tread plate door. These doors shall be constructed of 3/16" tread plate with a 15 degree break on all sides. Each door shall have two (2) gas shock style stay open devices which shall also retain the door in the closed position.

Protective panels shall be applied inside the compartments to cover any exposed wiring or recessed side body lighting, provided on the unit. These panels shall reduce the overall usable compartment area in the compartments.

14" WIDE COFFIN COMP'TS, SPLIT DEPTH 100" BODY, OF

QTY: 1

Roof hatch style compartments shall be provided the full length of the body, on the officer's side of the body hose bed area and shall be designed as an integral extension of the lower side compartments with a painted exterior finish.

Drain tubes shall be provided at each end of each side compartment which shall extend down through the lower compartments.

Each side roof compartment shall extend the length of the body, which shall be evenly divided into two (2) individually accessed areas, which shall be open through from the front to the rear.

The compartment depth shall extend from the ceiling area of the upper side compartments to the top of the body.

The interior compartment width of each side roof compartment shall be a minimum of 13-1/2" inside width with an 10" wide access door at the top.

Each roof compartment shall be equipped with an overlapping, hinged lift up tread plate door.

These doors shall be constructed of 3/16" tread plate with a 15 degree break on all sides.

Each door shall have two (2) gas shock style stay open devices which shall also retain the door in the closed position.

Protective panels shall be applied inside the compartments to cover any exposed wiring or recessed side body lighting, provided on the unit.

These panels shall reduce the overall usable compartment area in the compartments.

COMPARTMENT TOPS

QTY: 1

Compartment ceilings shall be a fully welded design as part of the body construction process.

Compartment designs that do not have a welded in ceiling shall not be acceptable.

There will be no exceptions.

REAR BODY PANEL

QTY: 1

The rear body panel shall extend the full width between the body side compartments.

This panel shall be full height from the rear step to the hose bed floor.

No part of the rear panel shall be attached to the booster tank.

The rear body panel material shall be tread plate as standard.

If Chevron striping is specified for the rear of the body then smooth aluminum shall be utilized.

STAINLESS DOOR SILL PROTECTORS INSIDE ALL BODY

QTY: 1

A 90 deg angle door sill protector, fabricated from 18 gauge brushed finish stainless steel shall be installed on the bottom external edge of each body compartment door opening to help protect this area from paint chipping.

BODY RUB RAILS, C-CHANNEL - ALUMINUM EXTRUSION

QTY: 1

Sacrificial extruded aluminum C-Channel style, rub rails shall be mounted at the base of the body, extending outward from the body. The rub rails shall extend the full length of the main body.

ALUMINUM WHEEL WELL LINERS

QTY: 1

The body wheel wells shall be provided with fully removable bolt-in aluminum fender liners. The wheel well liners shall extend from the outer wheel well body panel into the truck frame. The completely washable wheel well liners shall be designed to protect the front and rear compartments and main body supports from road salts, dirt accumulation and corrosion.

MOLDED BLACK RUBBER FENDERETTES, SINGLE AXLE BODIE

QTY: 1

The rear fenders shall be equipped with easily replaceable bolt-in molded black rubber fenderettes.

REAR MUD FLAPS

QTY: 1

Heavy duty mud flaps shall be provided behind the rear wheels.

RECESSED REAR STEP - 12 D X 72 W

QTY: 1

The recessed rear step shall be 12" deep, recessed between the rear portion of the rear side compartments. The step shall be 72" wide in the recessed area. The step shall be fabricated from 3/16" tread plate and shall be rigidly reinforced.

The recessed design of the rear step shall reduce the rear side compartment depth to 14" deep in the rearmost 12" wide area of the compartment. The rear edge of the step shall be designed to accommodate the rear clearance lights, recessed for protection in the step reinforcement channel. The step shall be bolted into place with a minimum 1/2" clearance gap between the step and rear body panel.

The rear body beavertail area shall be furnished with a squared off appearance to maximize the available compartment area, while adding support to the rear step support structure. The beavertail panels shall be assembled in conjunction with the rear body corner panels. This assembly shall provide a vertical mounting surface for tail lights at the rear most portion of the body and additional storage space. The beavertails insides shall be furnished with tread plate overlays.

INTERMEDIATE REAR STEP, 8" X 42" BOLT-ON

QTY: 1

A eight (8) inch deep, bolt on intermediate rear step, fabricated from 3/16" tread plate, shall be installed. The step shall be approximately 8" deep x 42" wide.

GRAB RAILS, HANSEN KNURLED STAINLESS STEEL TYPE

QTY: 1

All hand rails shall be Hansen 1-1/4" outer diameter, knurled stainless steel, designed to meet NFPA 1901 requirements.

Molded gaskets shall be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint.

Grab rails shall be provided at the following specified locations.

Additional grab rails shall be provided adjacent to any additional steps specified to comply with NFPA 1901.

ONE (1) HANDRAIL, BELOW HOSE BED LEVEL

QTY: 1

One (1) horizontal, full width handrail shall be installed on the rear, below the level of the hose bed.

HANDRAIL ABOVE PUMP PANEL, EACH SIDE

QTY: 1

Two (2) horizontal handrails shall be mounted above each pump panel, (1) each side.

INNOVATIVE CONTROLS LIGHTED STEP(S), BODY FRONT, D

QTY: 1

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on driver side body front to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

INNOVATIVE CONTROLS LIGHTED STEP(S), BODY FRONT, O

QTY: 1

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on officer side body front to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

INNOVATIVE CONTROLS LIGHTED FOLDING STEP(S), BODY

QTY: 1

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on driver side body rear to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

INNOVATIVE CONTROLS LIGHTED FOLDING STEP(S), BODY

QTY: 1

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on officer side body rear to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

PAINTED REAR TOW EYES, BELOW BODY

QTY: 1

Two (2) painted tow eyes shall be furnished on the rear of the vehicle. The tow eyes shall be made from plate steel and shall be bolted directly to the chassis frame rails with grade 8 bolts. The tow eyes will

extend below the body. The tow eyes shall be smooth and free from sharp edges. They will have a minimum eyelet hole of 2-1/2". The tow eyes shall be painted.

STANDARD BED - SPLIT WIDTH COFFINS EACH SIDE (72")

QTY: 1

The hose bed shall be located directly above the booster tank and be free from all sharp objects such as bolts, nuts, and so on, in avoidance of damage to a fire hose. For added strength, the hose bed side walls shall be approximately 2" thick, providing a mounting surface for devices such as warning and scene lights. The inner hose bed side walls shall be brushed aluminum panels, which will help prevent damage to painted surfaces when the hose is deployed. The front wall shall be flanged inward 2" with a 1" downward return, providing additional rigidity to the front wall.

CUSTOMER SPECIFIED HOSEBED CAPACITY - 1000' OF 4" AND 800' OF 2.5"

QTY: 1

The hose bed shall be designed with enough storage capacity to carry the following customer specified hose load: Feet of 5" supply hose, Feet of 3" supply hose, and Feet of 2-1/2" attack hose.

HOSEBED FLOORING - ALUMINUM SLATS

QTY: 1

Flooring is to be constructed from extruded aluminum and have proper spaces for ventilation purposes. The flooring shall be smooth and free from sharp edges to avoid any hose damage. The hose bed floor shall be removable, providing access to the inner body framework.

TWO (2) - 1/4" ADJUSTABLE HOSEBED PARTITIONS

QTY: 1

Two (2) fully adjustable 1/4" aluminum hose bed partitions shall be provided. The partition shall be easily adjustable by channels, located at the front and rear of the hose bed. The partition shall be removable for access to the booster tank.

HOSEBED BLANK PANEL

QTY: 1

A full width divider shall be installed in the hose bed located approximately 2" beyond the end of the water fill tower.

This divider shall be constructed of smooth aluminum and shall be fixed.

The adjustable hose bed dividers shall be installed up to this divider with the adjustment tracking attached to the fixed divider.

TUBING REINFORCEMENT ON PARTITION(S) - 3/4"

QTY: 2

The top and rear edge of each of the hose bed partitions shall have a 3/4" integral tubing reinforcement welded on for additional support.

HOSEBED COVER - LOCK-N-LOAD SLIDING COVER

QTY: 1

The top of the hose bed shall have an NFPA compliant cover installed in order to secure the hose from unintentionally deploying from the top or rear. The cover shall be a polished, tread plate with a combination between a roller and lift-up style. The cover shall be strong enough to support 250 pounds over the entirety. The rear half of the cover shall be able to roll over the forward half of the cover on channel tracks and are sealed with ball bearing rollers. When rolled opened, the entire cover shall be capable of being lifted up on a stainless steel piano hinge installed across the front of the body. The cover shall rise no less than 60 degrees in order to load the hose. The cover shall lock when closed. When unlocked the roller portion of the cover shall be capable of rolling forward and lock into the open rolled position. The lift portion shall be assisted and supported by non locking gas shocks and shall be supported by a prop rod to prevent the cover from inadvertently closing. The handles shall be installed on

the end of the cover to assist with rolling and lifting. All switches shall be installed on each side of the cover, so that when the cover is opened it indicates which switches shall activate the "Do Not Move Apparatus" warning inside the cab.

An individual hinged access door shall be provided over the water tank fill tower area. This door shall be hinged at the front, preventing the door from opening while the apparatus is in motion. The door shall not latch, so that it allows the door to open in the event of over pressurization in the tank.

END FLAPS AT REAR EDGE OF TREAD PLATE COVER LA CO.

QTY: 1

Provide a U.V. and flame resistant 2" x 2" nylon webbing attached across the rear edge of the tread plate hose bed cover and secured by a buckle system below the hose bed opening to prevent hose from sliding out in transit. The buckle system will be provided with cinch style clasps that will be sewn into the retention straps. **Note: The mesh style netting will NOT be acceptable.**

Reference LA County GSO 10683-91

TOOL COMPARTMENT - DRIVER SIDE BODY

QTY: 1

A tool storage compartment with approximate dimensions of 74"L x 32"H x 14"W, shall be provided on the driver side rear of body.

A slide out floor mount compartment shelving shall be constructed of 3/16" brush finish aluminum with a 1" upward bend at side supports attached to #250 rated slides. Slide out floor mount shelving shall have gas shocks to hold the tray in and out.

The tool storage compartment will be provided with two (2) removable access panels. One (1) in the driver side over the wheel body compartment and One (1) in the driver side rear upper body compartment. The removable panels will provide access to allow for mounting of equipment. The interior rear area of the tool compartment will be finish painted with dark gray Line-X

A smooth aluminum hinged rear access door with rotary "D" style handle shall be provided and tied into the "Do Not Move Apparatus" warning system. The door sensor will be mounted as high as possible in the door. The interior side of the door will be finished painted with dark gray Line-X. A gas shock will be provided at the top to keep the door in an open position.

A Preliminary drawing will be provided to customer for final approval.

VINYL MATERIAL COLOR - BLACK

QTY: 1

The vinyl material shall be black in color.

SIDE OF WATER TANK LADDER STORAGE (OFFICER SIDE)

QTY: 1

The ground ladders shall be stored vertically next to the water tank, behind the side body compartments. They will be located on the officer side of the apparatus.

A vertically hinged smooth aluminum, finish painted to match the body, access door with thumb type latches, shall be provided on the compartment. The door shall be provided with a door switch that ties into the "Do Not Move Apparatus" warning system.

The following will be stored in the ladder storage compartment:

- * 6' Backboard
- * 6' Rubbish hook with D-handle

- * 6' New York hook
- * 6" Pike Pole straight handle

1/2 DEPTH ADJUSTABLE SHELF DESCRIPTION - RESCUE

QTY: 1

Compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving shall be vertically adjustable with spring nuts in aluminum strut channel.

Half depth adjustable shelves shall be located as indicated at each compartment description.

1/2 DEPTH ADJUSTABLE SHELF(S) LOCATED R-1

QTY: 2

Located in the right side compartment #1

1/2 DEPTH ADJUSTABLE SHELF(S) LOCATED R-2

QTY: 1

Located in the right side compartment #2

1/2 DEPTH ADJUSTABLE SHELF(S) LOCATED R-3

QTY: 3

Located in the right side compartment #3

ADJUSTABLE SHELF DESCRIPTION - RESCUE

QTY: 1

Compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving shall be vertically adjustable with spring nuts in aluminum strut channel.

Adjustable shelves shall be located as indicated at each compartment description.

ADJUSTABLE SHELF(S) LOCATED L-1

QTY: 1

Located in the left side compartment #1

ADJUSTABLE SHELF(S) LOCATED L-3

QTY: 1

Located in the left side compartment #3

250#, FLOOR MOUNTED, ROLLOUT TRAY DESCRIPTION

QTY: 1

Slide out floor mount compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports attached to #250 rated slides. Slide out floor mount shelving shall have gas shocks to hold the tray in and out.

Slide out floor mount shelving shall be as indicated at each compartment description.

ROLLOUT TRAY, LOCATED L-3

QTY: 1

Located in the left side compartment #3

ROLLOUT TRAY, LOCATED R-1

QTY: 1

Located in the right side compartment #1

RESPOND READY CABINET

QTY: 1

There shall be a RESPOND READY cabinet installed in the R3 body compartment. A rough sketch of it is in Salesmaster as a reference.

Clarification: To be approved by the customer prior to being ordered.

RESPOND READY CABINET

QTY: 1

A Respond Ready cabinet will be provided in R3. The cabinet will be full width X 15" High and have a total of 6 drawers, 3 side by side. The cabinet will also have a shelf on top.

Clarification: To be approved by the customer prior to being ordered.

600#, FLOOR MOUNTED, ROLLOUT TRAY DESC. 100%

QTY: 1

Floor mounted roll-out trays shall consist of heavy duty, roller bearing slide tracks with a load rating of 600 pounds, securely fastened to the compartment floor. The slide shall have a pull type latch to secure the slide in the desired position. The slide tracks shall have a 100% extension.

The tray shall be fabricated from 3/16" brushed aluminum with a minimum 2" high flange on each of the four sides to assist in retaining the equipment stored on each tray.

The 600 pound floor mounted roll out trays shall be as indicated at each compartment description.

600# SM ROLLOUT TRAY, REAR COMPARTMENT - 100%

QTY: 1

Located in the rear compartment

ADJUSTABLE ROLLOUT TRAY DESCRIPTION - RESCUE

QTY: 1

ADJUSTABLE ROLL-OUT TRAYS

Roll out adjustable compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports attached to 250# rated slides. Slide out adjustable shelving shall be vertically adjustable with spring nuts in aluminum strut channel. Slide out adjustable shelving shall have gas springs to hold in and out.

The adjustable roll-out trays shall be as indicated at each compartment description.

ADJUSTABLE ROLLOUT TRAY, LOCATED REAR COMPARTMENT

QTY: 1

Located in the rear compartment

ROLL-OUT/ DROP DOWN ADJUSTABLE TRAY

QTY: 1

The roll out/tilt tray shall consist of a 3/16" brushed aluminum finished aluminum tray with a minimum 2" lip on all four sides. Heavy duty aluminum Unistrut "C" channel tracking material shall be utilized to securely fasten the slide tracks to the compartment walls, while allowing height adjustment.

The rear of the tip down tray shall be mounted on a slider with an integral pivot plate. This slider and pivot plate shall be mounted inside an aluminum rail for maximum strength. The tray shall be released from the stowed position with the use of a push button and shall be capable of auto latching to the stowed position. The front handle/latch shall be designed with a double hand hold to control the tray when deployed or stowed.

Roll out/Tilt trays be as indicated at each compartment description.

ROLLOUT DROP DOWN TRAY, LOCATED L-3

QTY: 1

Located in the left side compartment #3

SWING OUT TOOL BOARD, PAC TRAC DOUBLE FACED EXTRUS

QTY: 1

SWING OUT TOOL BOARDS

The tool boards be constructed of PAC TRAC Dual Faced 7040 series aluminum extrusion allowing mounting of equipment on the interior and exterior of the tool boards. The tool boards be installed with a Performance Advantage Company PM-1000 Swing-Out Module Kit. Aluminum angles attach the hinge to Unistrut tracking to allow depth adjustments. A heavy duty thumb latch be provided to secure the tool boards in the closed position.

Swing out tool boards be as indicated at each compartment description.

SWING OUT TOOL BOARD(S) LOCATED L-2

QTY: 1

Located in the left side compartment #2

VERTICAL PULL OUT TOOL BOARD, PACTRAC DOUBLE FACED

QTY: 1

Vertical Pull Out Tool Board, Pactrac Double Faced Extrusion - Rescue

VERTICAL PULL OUT TOOL BOARD(S) LOCATED L-2 (RESCU

QTY: 1

Vertical Pull Out Tool Board(S) Located L-2 (Rescue Only)

FIXED VERTICAL DIVIDERS DESCRIPTION - RESCUE

QTY: 1

Full height, fixed mounted, vertical compartment dividers shall be fabricated from 3/16" brushed aluminum material. The dividers shall extend the full depth of the specified compartment from the floor to the compartment ceiling.

Full height, vertical dividers shall be as indicated at each compartment description.

FIXED VERTICAL DIVIDER, LOCATED L-2

QTY: 1

Located in the left side compartment #2

FIXED VERTICAL DIVIDER, LOCATED L-3

QTY: 1

Located in the left side compartment #3

PEGBOARD MATERIAL ON REAR WALL OF SPECIFIED COMPT. - L3

QTY: 1

3/16" aluminum pegboard material shall be provided on the rear wall for mounting of loose equipment in the specified compartment. The pegboard material shall be 3/16" aluminum with 7/32" holes punched every square inch, allowing the fire department to tap 1/4"-20 threads for mounting of loose equipment brackets.

Pegboard material shall be located in the following compartment/s:

GENERAL PAINT DESCRIPTION

QTY: 1

The apparatus body shall be painted with Sikken's paint product. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where the material is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

GENERAL PRIMER & PREP DESCRIPTION

QTY: 1

All exposed welds shall be ground smooth for final finishing of areas to be painted.

The compartments and doors are totally degreased and phosphatized.

After final body work is completed, grinding (36 and 80 grit), and finish sanding shall be used in preparation for priming.

GENERAL FINISH PAINT DESCRIPTION

QTY: 1

The body shall be finish sanded and prepared for final paint.

Upon completion of final preparation, the body shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint.

Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

FINISH PAINT & PREP

QTY: 1

The applicable areas of the cab shall be finish sanded and prepared for final paint.

Upon completion of final preparation, the cab shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint.

Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

CAB PRIMER & PREP

QTY: 1

The cab primer shall be a two (2) stage process.

First stage shall be a coating with a two part component, self etching, and corrosion resistant primer to chemically bond the surface of the metal for increased adhesion.

Second stage shall be multiple coats of a catalyzed, two component, polyurethane primer applied for leveling of small imperfections and top coat sealing.

CAB UNDERSIDE PAINT - BLACK

QTY: 1

The exposed areas under the cab shall be painted with a black urethane paint/primer.

CAB BUFFING & FINISH

QTY: 1

The exposed exterior finish of the cab shall be buffed and detailed.

CAB INTERIOR PAINT

QTY: 1

The exposed interior metal surfaces of the cab shall be finish painted with a textured gray paint.

BODY BUFFING & FINISH

QTY: 1

The visible and exposed areas of the body shall be buffed and detailed.

INSIDE/UNDERSIDE BODY PAINT

QTY: 1

The inside and underside areas of the complete body assembly shall be painted black using a Sikkens paint system, prior to the installation of the body on the chassis or torque box.

COMPARTMENT INTERIOR FINISH

QTY: 1

The interior of the compartments shall be finish painted job color with a scuff resistant webbing type paint of a contrasting color applied over the painted surfaces.

FENDER COMPARTMENT INTERIOR

QTY: 1

The interior of the fender storage compartments (if fender compartments are specified) shall be finish painted job color.

CAB PAINT SCHEME - TBD

QTY: 1

The cab exterior shall be finish painted with Sikkens paint system, single color, to match purchaser's furnished paint code.

PUMP PAINTED / UNPAINTED PLUMBING

QTY: 1

The pump shall be painted per the pump manufacturer's standard. The stainless steel plumbing will remain unpainted. The pump area interior will match the body underside finish as described elsewhere in these specifications.

PUMPHOUSE & PLUMBING NOT PAINTED

QTY: 1

For Clarification: The plumbing and piping will NOT be painted.

SINGLE COLOR BODY PAINT SCHEME - TBD

QTY: 1

The body paint finish shall be Sikkens paint system in a single color to match customer furnished paint codes and requirements.

PINT OF TOUCH-UP PAINT

QTY: 1

One (1) pint of each exterior color paint for touch-up purposes shall be supplied when the apparatus is delivered to the end user.

FINALIZATION & DETAILING

QTY: 1

Prior to delivery the vehicle, the interior and exterior be cleaned and detailed.

The finalization process detailing shall include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc

FRAME RAIL FINISH

QTY: 1

The chassis frame rails, suspension, axles, and drivelines (with the exception of any PTO drivelines which shall be safety yellow) shall be painted black with a polyurethane base paint prior to installation of any air lines or electric systems to ensure proper serviceability.

LETTERING ON FRONT CAB DOORS

QTY: 1

Scotch-Lite with drop shadow lettering shall be provided on the cab driver's and officer's doors per the fire department requirements.

The design of the lettering on the cab doors shall be designed to fit in the 496 sq. inches available.

3" LETTERING ON FRONT CAB DOORS

QTY: 1

Lettering provided on the driver's and officer's cab doors shall be 3" high.

FRONT CAB DOOR TEXT LINE 1 - MONTEBELLO

QTY: 1

FRONT CAB DOOR TEXT LINE 2 - FIRE DEPARTMENT

QTY: 1

LETTERING ON REAR CAB DOORS

QTY: 1

Scotch-Lite with drop shadow lettering shall be provided on the cab driver's and officer's doors per the fire department requirements.

The design of the lettering on the cab doors shall be designed to fit in the 496 sq. inches available.

REAR CAB DOOR TEXT LINE 1 - MONTEBELLO

QTY: 1

REAR CAB DOOR TEXT LINE 2 - FIRE DEPARTMENT

QTY: 1

3" LETTERING ON REAR CAB DOOR

QTY: 1

Lettering provided on the front of cab shall be 3" high.

SCOTCH-LITE STRIPE

QTY: 1

A four (4) inch high "Scotch-Lite" stripe shall be provided.

The stripe shall be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit.

The Scotch-Lite stripe layout shall be determined by the Fire Department.

GOLD SCOTCH LITE

QTY: 1

The Scotch-Lite shall be gold in color.

4" SCOTCH-LITE "Z" IN STRIPE

QTY: 1

A four (4) inch simple "Z" effect shall be incorporated into the Scotch-Lite scheme on the body.

Final layout of this configuration shall be determined by the Fire Department.

REAR CHEVRON STRIPING

QTY: 1

REAR CHEVRON STRIPING

50% VERTICAL SURFACE

QTY: 1

At least 50% of the rear facing vertical surface shall be covered with alternating strips of reflective striping.

RUBY RED & LEMON YELLOW SCOTCH-LITE

QTY: 1

The Scotch-Lite shall be Ruby Red and Lemon Yellow in color.

MISCELLANEOUS EQUIPMENT

QTY: 1

The following equipment shall be mounted as specified or as loose equipment provided with the completed apparatus at the time of delivery:

ROAD SAFETY KITS

QTY: 1

A road safety kit shall be furnished with the following equipment:

- 2 1/2 lb. B-C fire extinguisher
- Triangle safety reflectors.

SCBA CYLINDER STORAGE

QTY: 4

A Zico SCBA bottle brackets mounted as directed by the fire department.

TWO (2) ZICO #SAC-44 FOLDING WHEEL CHOCKS, (2) MTD

QTY: 1

Two (2) ZICO #SAC-44 folding wheel chocks shall be provided. One (1) shall be mounted forward of the rear wheels, and one (1) shall be mounted rearward of the rear wheels below the body on the driver side.

KME WARRANTY, STARTING ON IN-SERVICE DATE

QTY: 1

Warranty coverage by KME will begin when the customer places the unit in service. This date may not exceed 60 days from the date of delivery to the customer.

The Customer must email kmeservice@kmefire.com within 60 days of delivery, or the warranty start date will default to the original delivery date.

GENERAL ONE (1) YEAR WARRANTY

QTY: 1

Purchaser shall receive a General One (1) Year or 24,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0001. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

REGULATED EMISSIONS SYSTEMS FIVE (5) YEARS OR CARB

QTY: 1

Purchaser shall receive a Regulated Emissions Systems Five (5) Years or CARB Mileage limited warranty in accordance with, and subject to, warranty certificate RFW0140. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ELECTRICAL ONE (1) YEAR WARRANTY

QTY: 1

Purchaser shall receive a Electrical One (1) Year or 18,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0201. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME ASSEMBLY STRUCTURAL TWENTY (20) YEAR WTY

QTY: 1

Purchaser shall receive a Frame Assembly Structural Twenty (20) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0304. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION (PAINTED) THREE (3) YEAR WTY

QTY: 1

Purchaser shall receive a Frame Rail Corrosion (Painted) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0310. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

BODY STRUCTURE (ALUMINUM) FIFTEEN(15) YEAR WTY

QTY: 1

Purchaser shall receive a Body Structure (Aluminum) Fifteen(15) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0503. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PAINT AND FINISH (EXTERIOR CLEAR COATED) WARRANTY

QTY: 1

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Seven (7) Years limited warranty in accordance with, and subject to, warranty certificate RFW0707. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PLUMBING AND PIPING (STAINLESS STEEL) WARRANTY

QTY: 1

Purchaser shall receive a Plumbing and Piping (Stainless Steel) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0800. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

5 YEAR CUMMINS BASE WARRANTY

QTY: 1

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

5 YEAR ALLISON EVS TRANSMISSION WARRANTY

QTY: 1

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

3 YEAR COOLING SYSTEM WARRANTY - CUSTOM

QTY: 1

Kovatch Mobile Equipment (KME) warrants all Cooling System Equipment components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the date of delivery/acceptance to the original user-purchaser, whichever occurs first.

This warranty applies to both purchased and fabricated, manufacturer supplied coolant system components and is not provided in lieu of any Vendor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

SHEPPARD STEERING GEAR STANDARD - WARRANTY

QTY: 1

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

5 YEAR MERITOR - FRONT AXLE WARRANTY

QTY: 1

The Meritor axle shall be provided with a five (5) year parts and labor warranty. The wheel seals, gaskets and wheel bearings shall have a one (1) year warranty. A copy of Meritor's warranty shall be supplied to define additional details of the warranty provisions.

5 YEAR MERITOR SINGLE AXLE REAR - WARRANTY

QTY: 1

The Meritor axle/s shall be furnished with a five (5) year warranty; the first two (2) years shall be parts and labor, the remaining three (3) years shall be parts only. Wheel seals, gaskets and wheel bearings shall be covered for one (1) year providing that Meritor supplies and assembles the wheel end equipment. A copy of the warranty from Meritor shall be supplied to define additional details of the warranty provisions. For vehicles that operate full or part-time outside of the United States and Canada, a one (1) year parts only warranty shall apply.

PAINT FINISH WARRANTY, TEN (10) YEAR

QTY: 1

The proposed paint finish will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

5 YEAR LETTERING WARRANTY

QTY: 1

The apparatus manufacturer will provide a five (5) year warranty against defects in material and workmanship for all graphics processes. Any valid claims must be made in writing within 15 days of the determination of any defects to the manufacturer's fire apparatus. The manufacturer will at its option make any necessary repairs either at a local authorized service center or at the factory if required. The manufacturer will make the final decision as to where the repairs are to be made and any transportation cost is the owner's responsibility. The manufacturer will at its option, repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

The manufacturer will not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, downtime, loss of use or inconvenience. THE COMPANY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.

The manufacturer continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions to equipment previously sold.

1 YEAR BRIGHTWORK WARRANTY

QTY: 1

KME Fire Apparatus (KME) warrants all bright finish components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery/acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

LEAF SPRING - 1 YEAR WARRANTY

QTY: 1

KME hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for one (1) year. The "Warranty Period" commences on the date the original Buyer takes delivery of the product from the manufacturer.

LIFETIME POLY TANK WARRANTY - ALL TANKS

QTY: 1

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

HALE FIRE PUMP WARRANTY FULL 5 YEAR LABOR

QTY: 1

Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale shall be free of defects in material and workmanship for a period of five (5) years from the date product is first placed into service or five and one-half (5 1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty, Hale will cover parts and labor for the entire warranty period.

AKRON HEAVY DUTY VALVE - 10 YEAR WARRANTY

QTY: 1

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass shall repair or replace any Heavy Duty Swing Out Valve which fails to satisfy this warranty.

CLASS 1 - ELECTRICAL PRODUCT WARRANTY

QTY: 1

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, will be repaired or replaced (at our option) free of charge, provided that written notice of such defect is received by us within two years (three for liquid-filled gauges) after initial shipment.

All equipment requiring repair or replacement under this warranty will be returned prepaid to Class 1. Such returned equipment will be examined by us and, if found to be defective as a result of materials failure or workmanship, will be repaired or replaced at no charge.

BOSTROM SEATING 5 YEAR WARRANTY

QTY: 1

H.O. Bostrom will warrant each new seat manufactured, to be free from defects in materials and workmanship when delivered to the original purchaser for a period of five (5) years.

Labor to remove or reinstall and transportation of defective items will not be covered by, or any allowance made for the said cost under this warranty.

CORROSION TREATMENT

QTY: 1

Upon apparatus completion, underside of the apparatus, from the pump enclosure-back, shall have anti corrosion film applied to help inhibit rust and the corrosion process. The semi-firm wax film shall be applied by air spray method. The film shall be applied as a minimum to the following areas: body substructure, underside of all body compartments, running board supports and rear step supports. No film shall be applied directly to the exhaust system or wheel wells.

NOTE: The film shall remain semi-firm to promote self-sealing. The film may leave a light tinted color to those areas treated.

ADDITIONAL ITEMS SHIPPED WITH VEHICLE

QTY: 1

- 1 - Bag of assorted stainless steel nuts and bolts

VEHICLE CLASS TIER 0

QTY: 1



1762 S. Sycamore Ave., Rialto, CA 92376 • 14562 Manzanita Drive, Fontana, CA 92335

Rialto Office No.: (909) 879-7354 • Fontana Office No.: 800-328-1033 • Website: FASService.Org

February 27, 2024

Montebello Fire Department
1600 W Beverly Blvd.
Montebello, CA 90640
(323) 887-1200

KME Fire Apparatus is pleased to provide you with this proposal for two (2) 2026 KME Severe Service pumper per the attached specification. This proposal is offered as a cooperative purchase with Sourcewell Contract #113021. The price, terms and conditions for the proposed apparatus are as follows:

Qty 2 KME Pumpers:	\$2,179,418.00
Prepayment Discount:	-\$148,634.00
Subtotal:	\$2,030,784.00
California Sales Tax @ 10.25%:	\$208,155.36
Total Price for Single unit:	\$2,238,939.36

Price includes: Performance Bond and Radio Installation

Terms: Net 30 days from purchase order

Delivery: 700-750 days from Pre-construction letter signing.

Price Valid for 60 days from date of this letter.

If you have any questions pertaining to this proposal, please contact me at (909) 917-4339 or brandonfasfire@gmail.com.

We appreciate the opportunity to offer this proposal to Montebello Fire Department.

Respectfully,

Brandon Gomez



**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rev Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

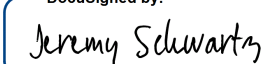
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

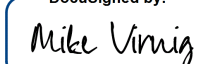
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

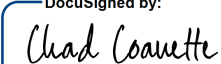
Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:18 PM CST

Rev Group, Inc.

DocuSigned by:

By: F3DD8D32408047A...
Mike Virnig
Title: Vice President Sales, REV Fire Group
Date: 2/24/2022 | 3:15 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/24/2022 | 3:17 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: E-ONE, Inc.
Does your company conduct business under any other name? If yes, please state: REV Fire Group
Address: 1601 SW 37th AVE
Ocala, FL 34474
Contact: Fred Cureton
Email: fred.cureton@revfiregroup.com
Phone: 352-895-0783
HST#: 59-1515283

Submission Details

Created On: Tuesday November 02, 2021 04:14:12
Submitted On: Tuesday November 30, 2021 16:23:32
Submitted By: Fred Cureton
Email: fred.cureton@revfiregroup.com
Transaction #: 95acac42-31d9-4719-9cb7-33441ff906f7
Submitter's IP Address: 192.222.31.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	REV GROUP, INC. (REV FIRE GROUP Division).	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	E-ONE, INC., FERRARA FIRE APPARATUS, INC., KOVATCH MOBILE EQUIPMENT CORP., LADDER TOWER, SMEAL HOLDING LLC., SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV FIRE GROUP, E-ONE, INC., FERRARA FIRE APPARATUS, KME FIRE APPARATUS, KOVATCH MOBILE EQUIPMENT CORP, LADDER TOWER, LTI, SMEAL HOLDING LLC., SMEAL FIRE APPARATUS, SPARTAN EMERGENCY VEHICLES, SPARTAN FIRE APPARATUS, SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
4	Proposer Physical Address:	REV Group, Inc. -245 S. EXECUTIVE DR., SUITE 100, BROOKFIELD, WI 53005 E-ONE, Inc. - 1601 SW 37th Ave., Ocala, FL. 34474 Ferrara Fire Apparatus - 27855 James Chapel Rd., Holden, LA 70744 KME Fire Apparatus - One Industrial Complex Nesquehoning, PA 18240 Spartan Fire, LLC. - 907 7th Ave North, Brandon, SD 57005 Smeal Holding LLC. - 610 W 4th St., Snyder, NE 68664 Ladder Tower - 68 Cocalico Creek Road, Ephrata, PA 17522 Spartan Chassis - 1541 Reynolds Rd, Charlotte, MI 48813	*
5	Proposer website address (or addresses):	REV Group, Inc. - www.revgroup.com REV FIRE GROUP - www.revgroup.com/rev-group-best-fire-truck-manufacturers E-ONE, Inc. - www.e-one.com Ferrara Fire Apparatus - www.ferrarafire.com KME Fire Apparatus - www.kmefire.com Spartan Fire, LLC, Smeal Holding LLC., Ladder Tower, and Spartan Chassis - www.spartaner.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Virnig, Vice President Sales, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 mike.virnig@revfiregroup.com 352-861-3542 (Office), 562-587-1600 (Mobile)	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Fred Cureton, National Contract Manager, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile)	*

8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For E-ONE, Inc.; 1601 SW 37th Ave., Ocala, FL 34474 Fred Cureton, National Contract Manager, REV Fire Group fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile) Larry Daniels, Director of Sales, ldaniels@revgroup.com, 352-861-3541 For Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744 Eric Adams, Apparatus Sales, erica@ferrarafire.com, 225-567-7100 Jason Louque, Director of Sales, jasonl@ferrarafire.com, 225-567-7100 For KME Fire Apparatus: One Industrial Complex Nesquehoning, PA 18240 Anthony Maff, Senior Sales Support, tmaff@kmeffire.com, 570-669-5595 Chris McClung, Director of Sales, cmcclung@kmeffire.com, 352-502-6881 For Spartan Fire LLC., Smeal Holdings, LLC., and Ladder Towers: 907 7th Ave North, Brandon, SD 57005 Nicole Sateran, Sales Assistant, nicole.sateran@spartanmotors.com, 402-218-2762 Chris Wade, Director of Sales, chris.wade@spartanmotors.com, 404-218-2762 For Spartan Chassis: Stephen Carleton, Manager of Sales and Training, Spartan Motors 1541 Reynolds Rd, Charlotte, MI 48813 stephen.carleton@spartanmotors.com 517-588-4704 (Office), 570-657-5557 (Mobile)
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group manufactures more than 20,000 specialty vehicles every year — a testament to the trust placed in our products. E-ONE, Inc. has been in business since 1974. Ferrara Fire Apparatus has been in business since 1987. KME Fire Apparatus has been in business since 1980 but it's founders had been in the transportation business since 1948. Spartan Fire, LLC./Spartan Chassis has been in business since 1975. Values: DO WHAT'S RIGHT - We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. SAFETY IS LIFE - The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. For our employees this includes weekly safety bulletins, required protective clothing (steel toe shoes, safety classes, ear plugs, etc.), fall restraints, wellness health screenings, optional vision and dental coverage, optional long term illness coverage, and even optional pet coverage. For our end users, our products must be designed and built to meet current industry standard, must provide the level of firefighter safety in their design, must be of the highest quality offered in the industry, and must provide value for Sourcewell members. BUILD LASTING TRUST - Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. THINK LIKE AN OWNER - Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. WIN AS ONE - We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. We recognize employees for performance excellence by promoting from within when possible, recognizing our Veterans during annual luncheon, recognizing excellence thru attendance, and performing annual evaluations. Our brands are social responsible companies in that we support local community initiatives (parades, marathons, civic activities, fundraisers), and responding to emergencies caused by natural disasters.
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10	What are your company's expectations in the event of an award?	The REV Group's diversified portfolio of specialty products connects and protects communities around the clock and around the world with a lineup of vehicles that have long served the fire and emergency, commercial infrastructure and consumer leisure markets. Together, these vehicle brands have manufactured more than 300,000+ vehicles in service today — a bumper-to-bumper feat that stretches from New York City to Dallas. Among REV's lineup of brands, you'll find vehicles that help fight fires, transport patients to emergency rooms, move freight in the world's ports, offer mobility to people with disabilities, carry children safely from home to school and unite families across the country. It is the goal of the REV Group and our many specialty brands to provide Sourcewell members the largest selection of quality vehicles, options, and services of anyone in the industry. We will provide a working partnership with Sourcewell where together we can provide a one stop shop for purchase and servicing of critical safety and support vehicles. We welcome the opportunity to work with Sourcewell members to understand both current and future needs. This includes but is not limited to apparatus requirements, service requirements, training requirements, and parts/equipment requirements. We welcome the opportunity to work with Sourcewell members to develop custom designed value packages to meet/exceed communicated requirements from our diverse selection of proposed solutions. We commit to provide Sourcewell members timely responses to inquiries and follow up inquiries, to provide Sourcewell members high quality vehicle solutions designed to meet and/or exceed industry standards, to provide Sourcewell members products and services which are competitively priced, provide exceptional value, and extends the life cycle of their purchase, and to provide Sourcewell members unsurpassed "after the sale" service utilizing our worldwide dealer distribution network and supplier partners for parts, service, training, and sales support.
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11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached PDF named REV GROUP (REV Fire Group) Financial Strength and Stability. Press Release on financials (see also attached SEC filing and investor presentation). ROOKFIELD, Wis., September 08, 2021--(BUSINESS WIRE)--REV Group, Inc. (NYSE: REVG), a manufacturer of industry-leading specialty vehicles, today reported results for the three months ended July 31, 2021 ("third quarter 2021"). Consolidated net sales in the third quarter 2021 were \$593.3 million, representing an increase of 1.9% compared to \$582.2 million for the three months ended July 31, 2020 ("third quarter 2020"). The increase in consolidated net sales was primarily due to an increase in net sales in the Recreation and Commercial segments partially offset by a decrease in net sales in the Fire and Emergency ("F&E") segment. The company's third quarter 2021 net income was \$23.7 million, or \$0.36 per diluted share. Adjusted Net Income for the third quarter 2021 was \$24.5 million, or \$0.37 per diluted share, compared to Adjusted Net Income of \$6.3 million, or \$0.10 per diluted share, in the third quarter 2020. Adjusted EBITDA in the third quarter 2021 was \$41.6 million, compared to \$21.4 million in the third quarter 2020. The increase in Adjusted EBITDA during the quarter was driven by increased contribution from the F&E and Recreation segments partially offset by a decrease in the Commercial segment. Fire & Emergency Segment F&E segment net sales were \$269.5 million in the third quarter 2021, a decrease of \$37.2 million, or 12.1%, from \$306.7 million in the third quarter 2020. The decrease in net sales compared to the prior year quarter was primarily due to decreased shipments of fire apparatus and ambulances units compared to the prior year quarter related to supply chain disruption and labor constraints. F&E segment backlog at the end of the third quarter 2021 was \$1,229.5 million, an increase of \$189.8 million compared to \$1,039.7 million at the end of the third quarter 2020. The increase was primarily the result of continued strong demand and order intake for fire apparatus and ambulance units. F&E segment Adjusted EBITDA was \$15.8 million in the third quarter 2021, an increase of \$2.9 million, or 22.5%, from \$12.9 million in the third quarter 2020. Profitability within the segment benefited primarily from cost and efficiency improvements and lower selling, general and administrative ("SG&A") costs, partially offset by lower sales volume and inefficiencies resulting from supply chain disruptions and labor constraints. Working Capital, Liquidity, and Capital Allocation Cash and cash equivalents totaled \$9.2 million as of July 31, 2021. Net debt² was \$240.8 million, and the company had \$276.8 million available under its ABL revolving credit facility as of July 31, 2021, an increase of \$53.1 million as compared to the April 30, 2021 availability of \$223.1 million. Trade working capital³ for the company as of July 31, 2021 was \$405.5 million, compared to \$449.9 million as of July 31, 2020. The decrease was primarily due to decreased accounts receivable and decreased inventory partially offset by decreased payables. Capital expenditures in the third quarter 2021 were \$5.3 million compared to \$2.0 million in the third quarter 2020. Share Repurchase Program On September 2, 2021, the company's board of directors approved the authorization of a new share repurchase program that allows the repurchase of up to \$150.0 million of the company's outstanding common stock, effective immediately. The share repurchase authorization expires in 24 months and gives management the flexibility to determine conditions under which shares may be purchased. Quarterly Dividend The company's board of directors declared a quarterly cash dividend in the amount of \$0.05 per share of common stock, which equates to a rate of \$0.20 per share of common stock on an annualized basis, payable on October 15, 2021, to shareholders of record on September 30, 2021.
12	What is your US market share for the solutions that you are proposing?	REV Fire Group = 25.86% U.S, 25.39% North America *
13	What is your Canadian market share for the solutions that you are proposing?	REV Fire Group = 20.00% Canada *

14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are best described as a manufacturer and service provider. In most cases dealers are contracted to represent our brands in designated/agreed territories (U.S., Canada, and International locations). These territories differ in size based on each dealership's capability. Dealers then provide sales, service, and parts support. Dealers issue purchase orders for requested products/services and resell these to the end user/member. Each dealer is an independent business and each have their own employees/facilities. Where dealers are under contract to represent our brands it is our expectation the Sourcewell member will issue purchase orders directly to our authorized dealer. These dealers are listed on the dealer list for each respective brand. There are two additional scenarios: 1. In cases where there is no dealer coverage each brand provides a direct company employee to manage the sales and service of customers/members in these areas. In these cases the contract will be thru the respective brand and the Sourcewell member would issue the purchase order directly to the brand. 2. In cases where the REV Group has local facilities, these employees are company employees who provide sales, service, and parts to customers/members within their area of responsibility. The Sourcewell member would issue their purchase order to the REV RTC facility just as it were an approved dealer.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	License requirements vary across North America. The REV Group and its dealer representatives are expected to adhere to all requirements be it a business license, insurance requirements, sales representative licensing, or service technician certification.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	E-ONE currently holds a Notice of ULC and/or NFPA Audit Completion and Authorization to Apply VIP Sticker issued December 30, 2015 for both the Ocala and Hamburg facilities, is ANAB accredited for International Management Systems certificate number IMS-0020, is ISO 9001:2015 certified with a certificate valid thru July 30 2024, and holds a 2021 FAMA Certificate of Membership. See the attached for additional detail. Gary Pacilio (E-ONE, Inc.) is on the 2021 FAMA Board of Directors as the Treasurer, Bert McCutcheon (Ferrara Fire Apparatus) is on the 2021 FAMA Board of Directors as the Director-at-Large, Roger Lackore (Spartan Fire, LLC) is the FAMA committee chair of the Technical Committee.	*
19	What percentage of your sales are to the governmental sector in the past three years	As it relates to fire apparatus, a very high percentage (probably 90% +). Most apparatus are sold to government, municipal, city, and county entities.	*
20	What percentage of your sales are to the education sector in the past three years	As it relates to fire apparatus; None in the formal education sector. We sometimes sell fire apparatus to support fire training academies but these are typically purchased through the municipal side of the business.	*

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As it relates to fire apparatus: Totals for REV Fire Group = \$555,579,245 Sourcewell (Based on delivered units - E-ONE 2018=\$768,854, 2019 = \$1,604,379; E-ONE 2020 = \$7,314,034; E-ONE 2021 YTD = \$11,372,360 E-ONE has quoted a total of \$71,643,085 and booked \$58,812,849 or 82.09% of quoted. Ferrara has not delivered any apparatus sold thru Sourcewell. KME has not delivered any apparatus sold thru Sourcewell Spartan reports Sourcewell sales as follows: 2019 = \$28,992,914; 2020 = \$31,246,024; and 2021YTD = \$53,117,860 Florida Sheriffs - Totals for REV Fire Group: 2019 = \$21,701,882; 2020 = \$13,332,720; 2021 YTD = \$1,460,807 FCAM/MAPC - Totals for REV Fire Group: 2020 = \$6,348,619; 2021 YTD = \$4,385,656 HGAC - Totals for REV Fire Group: 2019 = \$59,700,417; 2020 = \$66,851,936; 2021 YTD = \$37,905,966 LaMAS (Ferrara Only) - Totals for REV Fire Group - 2019 = \$16,697,950; 2020 = \$39,945,556; 2021 YTD = \$16,584,214 NASPO - Totals for REV Fire Group: 2019 = \$7,160,834; 2020 = \$7,357,335; 2021 YTD = \$3,647,860 North Carolina Sheriffs - Totals for REV Fire Group - No sales NJ Start - Totals for REV Fire Group: 2019 = \$0.00; 2020 = \$873,240; 2021 YTD = \$5,283,681 NPPGOV - Totals for REV Fire Group - No sales Ohio STS - Totals for REV Fire Group - 2019 = \$10,021,008; 2020 = \$4,573,412; 2021 YTD = \$7,485,321 PA Costars - Totals for REV Fire Group - 2019 = \$528,482; 2020 = \$4,927,186; 2021 YTD = \$1,620,885 Texas Buy Board - Totals for REV Fire Group: 2019 = \$3,831,135; 2020 = Zero Sales; 2021 YTD = No Sales	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not all brands participate in GSA pricing. Ferrara and KME currently have GSA schedules while E-ONE and KME have DLA Troop contracts. For E-ONE: USAF, Georgia, Fire Apparatus, 16 vehicles on 5 separate PO, \$8,635,579 total; US Army, Washington DC, Fire Apparatus, 9 vehicles on 2 separate PO, \$4,160,375 total; US Navy, Washington DC, Fire Apparatus. 2 vehicles on 1 PO, \$1,532,942 total; New Hampshire Training Academy, NH, 1 vehicle, \$845,726.00 For KME: US Army National Guard, Military, Washington, DC, (20) Type 3 Wildland vehicles \$359,052 each or \$7,181,055.92 total; US Army, Military, Washington, DC, (7) Water Tankers \$317,153.89 each or \$2,220,077.29 total; USMC, Military, Washington, DC, (5) Water Tankers \$313,626.60 each or \$1,568,183.00 total; US Army National Guard, Military, Washington, DC. (8) Wildland vehicles \$296,264.50 each or \$2,370,116.00 total; USMC, Military, Washington, DC. (4) Wildland vehicles, \$496,260.00 each or \$1,985,040.00 total. For Spartan (Top States); State of TX (pumpers, aerials, platforms) = 43 Units/ \$24,158,085 State of PA (pumpers, tillers, water towers) = 27 Units/\$18,451,964 State of NC (pumpers, aerials, platforms) = 23 Units/\$17,218,037 State of CA (pumpers) = 24 Units/\$14,684,004 State of MI (pumpers, aerials) = \$13,731,604	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Albuquerque, NM	Nathaniel Meisner	505-934-8721	*
County of San Diego, CA	Jimmy Steel	619-851-5722	*
Fire Department of New York, NY	Mark Aronberg	718-784-6500	*
City of Asheville Fire Department, NC	Jeremy Knighton	828-552-2071	
City of Atlanta Fire Department, GA	Derek Harris	404-597-0418	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Baton Rouge	Government	Louisiana - LA	Pumpers, Rescues, and Aerials	10 Units	\$7,270,787.00	*
City of Birmingham	Government	Alabama - AL	Pumper and Aerials	12 Units	\$8,647,814.00	*
City of San Francisco	Government	California - CA	Pumpers and Aerials	8 Units	\$6,144,801.00	*
U. S. Army	Government	District of Columbia - DC	Wildlands	20 Units	\$7,181,055.92	*
U. S. Air Force	Government	Georgia - GA	Misc Vehicles	16 Units	\$8,635,579.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	The REV Fire Group have a confirmed 533 full time sales associates and another 223 part time sales associates. There were however several dealers who did not provide this additional information so the number would be higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*
26	Dealer network or other distribution methods.	The REV Fire Group has 36 dealers representing the E-ONE brand, 20 dealer representing the Ferrara Fire brand, 30 dealers representing the KME Fire brand, 28 dealers representing the Spartan Fire, LLC brand, and 37 OEMs representing the Spartan Chassis brand. Several dealers represent two or more brands but usually specialize in one brand over the other due to their past experience. The 37 OEMs will play a key part in adding Spartan chassis as a new product offering for the REV Group/REV Fire Group. Spartan chassis has never been offered on any other cooperative purchasing contract. These 37 OEMs will be able to work with members to provide chassis pricing for apparatus re-chassis, accident repairs, apparatus upgrades, or body remounts. See the attached dealer list/dealer survey results.	*
27	Service force.	The REV Fire Group have a confirmed 519 Emergency Vehicle Technicians (EVTs) and another 665 non-EVT technicians. As stated above, not all dealers responded to our survey so the number is actually higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The typical process if for the member to work with the local brand dealer/representative to configure the apparatus to meet their mission, their design requirements, and their budget. The configuration is normally sent for review by the engineering team for approval/changes. Once the member agrees on the configuration and the quoted amount they place the order with the brand dealer/representative. The order is accepted, the member works with the brand and dealer representative to set up a date for a pre-build conference. During the pre-build conference the member can voice concerns or needed changes. The configuration is tweaked to meet any required changes. The updated configuration/price/drawings are presented to the member for his approval. A purchase order is issued by the member to the brand dealer and the dealer submits the order to the brand manufacturer. If there is no dealer involved, then the transaction would be the same except directly with the brand manufacturer/sales representative. Terms are COD when the completed apparatus leaves the manufacturer to be delivered.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For service, parts, or customer service needs the member is always encouraged to first contact their local dealer representative. Most dealers and REV Group brands are open during normal daily business hours and respond quickly. Most offer after hour customer support should the member have an issue which needs to be addressed after normal business hours. Each brand and dealer have either toll free customer service numbers or an answer service able to get the correct person to respond.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The REV Group/REV Fire Group has a distribution channel eager to service Sourcewell members anywhere in North America. Our 151 dealers/OEMs are ready and willing to work the the members to meet apparatus and apparatus support needs. With out vast array of available products, we are sure we can match our offerings to the members wants and needs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	During our last contract with Sourcewell we have eagerly supported the Canadian market by attending Canadian conferences and meeting with procurement professionals at the Ontario/Sourcewell joint conference. We support the CANOE initiative to promote Sourcewell's U S contracts and to adopt them as theirs. Business wise, we will need to adjust our U. S. pricing to reflect differences in currency, provide the additional testing for Canadian compliance, and collect for recycle fees imposed on batteries and tires.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	While some areas can be very remote, we have always entertained answering the call where there is a need.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors we will not serve and we have nothing limiting our participation in the Sourcewell contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We currently serve both areas. One key difference would be delivery cost when shipment of an apparatus is needed. Our estimated driveway cost is to deliver the vehicle to the port. Cost to prepare and ship the vehicle over water or via airlines is at the members expense in addition to our normal driveway expense.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The REV Fire Group recently hired Natalie Childress as Senior Director of Marketing. She will partner with REV Fire Group's Vice President of Sales, Mike Virnig, and divisional teams to evolve brand strategy and consumer experience for the group's fire truck brands. Childress has more than nine years of marketing and brand experience, including five years of marketing and business development leadership experience. She most recently served as the Business Strategy Manager for Mastercraft Boat Company, driving global brand building and strategy. Prior to, Childress held progressive roles with a focus on cross-functional branding, product marketing and owners' experience within Sea Ray, part of Brunswick Corporation. She was recognized as a 40 Under 40 Marine Industry Leader this year by Boating Industry. She will be instrumental in leading us during our transition from a single brand within the Sourcewell contract to a multi-brand contractor. It will be important Sourcewell members understand REV Fire Groups capabilities and how each brand has responded as part of the RFP. Our goal would be for each brand to be linked from the Sourcewell awarded contract so members can view each brands product and service offerings versus only seeing an overview of all the brands as one.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media and digital advertising will be key to communicating to Sourcewell members our capabilities, our products, our services, and our brands.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It is important Sourcewell and the REV Fire Group brands work jointly to promote our partnership to serve the needs of the member base, and to recruit new members as we go forward. We currently promote Sourcewell and encourage our dealer partners to actively discuss all the opportunities for providing products and services to their organization under a single contract umbrella.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time only our parts procurement system provides e-procurement. The complexity of custom designing a fire apparatus is a programmers nightmare as the number of engineering rules has to change as each option is chosen. The programming must look for multiple options being selected for the same space, components hitting each other due to their movement, and another set of complicated rules to govern operation safety.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part the REV Group/REV Fire Group proposal, we are offering the following solutions in addition to our fire apparatus: Leasing - with REV Finance, other third party leasing companies within our industry, local banks or other third party financial institutions the member wishes to pursue. Parts contracts. Service contracts. Accident repairs. Apparatus refurb/upgrades. Vehicle trade-ins. This could be thru REV, the local dealer, or a third party vendor willing to purchase the vehicle. Maintenance contracts. Brand specific extended warranties. Vendor specific extended warranties. Training located at the brand's facilities or remotely offered at a location designated by the member. Training can be based on maintenance of the vehicle, operation of the vehicle, or as a refresher course where maintenance, safety, and operation are covered. Three days of training is standard and required to be performed by factory trainers on all aerials, industrial pumps, and ARFF vehicles.

40	Describe any technological advances that your proposed products or services offer.	As part of the REV Group our other divisions are making great strides in electric vehicle (EV). For example: ENC® DEBUTS THE AXESS BATTERY ELECTRIC BUS (BEB) AT APTA EXPO THE FIRST EV BUS THAT IS ZERO EMISSIONS AND ZERO CORROSION. October 25, 2021 Link: https://www.revgroup.com/blog-single/enc-debuts-the-axess-battery-electric-bus-beb-at-apta-expo-the-first-ev-bus-that-is-zero-emissions-and-zero-corrosion REV GROUP'S COLLINS BUS ENTERS MULTIYEAR AGREEMENT WITH LIGHTNING EMOTORS FOR ELECTRIC SCHOOL BUSES. August 31st, 2021 Link: https://www.revgroup.com/blog-single/rev-groups-collins-bus-enters-multiyear-agreement-with-lightning-emotors-for-electric-school-buses CAPACITY TRUCKS® INTRODUCES FIRST NORTH AMERICAN HYDROGEN FUEL CELL ELECTRIC HYBRID TRUCK BUILT FROM THE GROUND UP. August 26th, 2021 Link: https://www.revgroup.com/blog-single/capacity-trucks-introduces-first-north-american-hydrogen-fuel-cell-electric-hybrid-truck-built-from-the-ground-up REV FIRE GROUP® TO SHOWCASE LATEST IN FIRE APPARATUS AND UNVEIL WORLD OF INNOVATION AND PROTECTION AT FDIC 2021. August 5th, 2021 Link: https://www.revgroup.com/blog-single/rev-fire-group-to-showcase-latest-in-fire-apparatus-and-unveil-world-of-innovation-and-protection-at-fdic-2021 This showcase included the following: 1. Smart Reach™ Multi-Stance™ System: Through augmented reality, attendees can experience firsthand this patented new Smeal ladder and outrigger control system that offers 360-degree, no dead-zone functionality on aerials that can be adapted to the scene while maintaining full reach. The Smart Reach control console provides real-time data, and its electric and hydraulic aerial controls offer the ultimate in smooth operation. It also offers Advance Rung Lighting, a series of RGB LED light strips that can have customized patterns running the length of the ladder. 2. Smart Flo™: This integrated pressure governor system for fire apparatus allows control of both water flow and foam from one location. It features a one-button pump shift for ease of operation, automatic pump protection and a camera display of the officer's side, offering firefighters total control at any fire scene. 3. ECO IDLE-TEC™: This idle reduction system specifically designed for fire apparatus shuts off the main engine during EMS and rescue calls, eliminating loud diesel engine noise and exhaust while maintaining power for lighting, air conditioning and more. This reduces operating costs, protects the environment, and improves driver safety and comfort. 4. Active Air Purification System: Designed with advanced Photohydroionization® (PHI Cell) and UV technology, these units kill 99 percent of pathogens, including the virus which causes COVID-19, in the air and on surfaces delivering better air quality and a safer cab environment for your crew. This technology has been recently expanded with the introduction of E-ONE's newest product, the industries first all electric fire truck. Press release link: https://www.revgroup.com/blog-single/rev-fire-group-receives-order-from-the-mesa-fire-and-medical-department-for-an-eone-vector-north-americas-first-fully-electric-fire-truck-	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The REV Group is a leader in providing new products and technology which contribute to the green footprint needed to protect our environment. We promote recycling of all that is possible. REV recently released an occupant air purification and filtration systems to help reduce risk to toxins and viruses. This can be retrofitted to any vehicle manufactured. It removes 99% of impurities and treats the air for bacteria such as Covid 19.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any 3rd party issued eco-labels. We do not see much of this in our industry even though you may provide the latest in technology such as our all electric fire truck.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not tract this. We do however look to do business with those companies which provide value for our customers. REV Group rewards women for doing a great job by promoting them as managers. REV Group honors our vets by having yearly luncheons and acknowledging their service to our country.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	I think we have the best cradle to grave offering for your members. With the REV Group/REV Fire Group providing options from 7 fire apparatus brands, we are sure your members can find what they need. As custom builders we pride ourselves in exceeding the members expectations. Our total solutions include parts contracts, service contracts, training, accident repairs, apparatus refurb, upgrades, and remount. The addition of adding the Spartan chassis separately from a complete apparatus should provide your members one additional solution if they are looking to extend the life expectancy of their current vehicles.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes with limited time periods	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Since warranty is a legal document with legal responsibilities, we do provide specifics related to lack of maintenance, abuse, neglect, misuse, and/or failure to notify. In some cases there may be certain inspections which must be performed to keep the warranty in force.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Typically the selling dealer will service their sales territories. Each brand does support the distribution channel with factory based technicians. In cases where a problem is hard to remedy, both the dealer and the manufacture will team up to resolve the issue.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	It depends on the severity and the approval extended by the supplier. We prefer to be a one stop shop for the member if he has a problem. In many cases the supplier requires the failure to be repaired by their technicians at their location.	*
50	What are your proposed exchange and return programs and policies?	Please see the attached document for this section.	*
51	Describe any service contract options for the items included in your proposal.	Service contract will normally be between the member and the selling dealer. In some cases service contracts can be thru the manufacturer. This scenario could be an option where there is a highly technical component of the apparatus the dealer may not have the expertise to correct. We offer extended warranties, drive train warranties, vendor component extended warranties, and third party extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Payment terms are COD at the time the apparatus leaves the plant for delivery to the customer. The selling dealer however may provide additional times based on the contract with the member. This could range from COD to 30+ days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The REV Group has our own internal finance company. We also use third part providers when asked to provide leasing quotes. We also recommend the member check with local lending institutions to make sure they are taking advantage of all resources to obtain the most competitive rates.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All brands would provide a quote to the member based on their custom configured apparatus. There would be contract between the selling dealer/manufacture and the member. Worksheets are typically used to calculate the agreed discount and the customer should receive a customer summary sheet if requested.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of our brands do accept P cards with no additional cost involved. We do however have some brands who do not.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model discounts are based off MSRP minus a percentage or a flat discount on certain market specific products where discount are not normally offered. The pricing includes up to \$5,000 for driveway, PDI, and dealer delivery and training. Taxes, trips, pre-pay discounts, multiple quantity discounts, and trade-ins are not included in these prices but will change the price to the member if part of the order.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts range from 3% to 20% depending on the brand and the product offered. In some cases a flat fee discount is offered which ranges from \$5,000 to \$15,000.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Depending on the model of the apparatus and the overall deal, multiple unit discounts could be offered starting at around 1% more per unit. This would be affected by the mix and the quantity of the apparatus purchased.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If the sourced items are items supplied by the brand, these would be treated as a part of the apparatus and the same discount would apply based on the model of the apparatus. For items purchased as loose equipment or customer requested items, these would be provide at cost with a 30% or less markup.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Driveway up to \$5,000 is included and will be adjusted up or down based on the actual cost plus a \$200 admin fee. For shipments where the apparatus has to be shipped or flown to it's destination, these additional cost over and above getting the vehicle to the port would be the responsibility of the member. Pre-build and inspection trips are not included. Taxes are not included. NFPA requires we provide 3 days of training on all aerials, industrial pumpers, and ARFFs which is include in the quote. All other training is provided by the selling dealer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated above, we have included up to \$5,000 allowance for delivery on each unit. If the actual price to deliver is less, the member will receive a credit. If the actual price is more, the member will be responsible for the added expense. This is also true for PDI and Dealer Delivery and training. We have included values within the quote for different models but the member could be billed more or provided a credit depending on the actual cost.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated above, our standard quote includes delivering the apparatus to the port. Cost associated with completing the delivery is on a case by case basis depending on the additional requirements set by the member. We would provide a quote for their approval.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nothing unique. We provide delivery of the vehicle as requested by the end user. If the apparatus is being shipped on a boat, the member might request the apparatus be wrapped and/or loaded in a container. The expense for these items would be based on a case by case basis and would differ based on the type vehicle, weight, size, and market price at the time of the shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While we must be competitive on all cooperative procurement contracts, ultimately the market and the competition drive our pricing to your members. The key is which contract you use, its simplicity, and the support from the management team with the respective contract. Sourcewell is our go to contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use a self audit spreadsheet which gives the selling dealer a go/no go visual indicator of their compliance to the contract. The goal of the spreadsheet was to communicate how the numbers were calculated and to show the customer we met or exceeded the contracted discounts within the RFP.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track sales proposed as Sourcewell contracted business versus actual booked business. Currently this information can be sorted by quote number, truck number, customer, state/province, apparatus model, date sold, delivered/not delivered, and/or selling dealer.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.75% of the contracted amount with admin fee ceilings based on the following: All commercial chassis products (except aerals) = \$1500.00 max All custom chassis products (except aerals) = \$1750.00 max All aerals = \$2000.00 max All apparatus accident repairs/re-chassis/body remount, apparatus upgrades, and Spartan chassis quotes = \$1750.00 max Combinations of multiple apparatus purchased via the same purchase order = \$2000.00 max. The above admin fees were chosen to compete with the many other cooperative contracts the member would have at their disposal. If you use a straight percentage of 1% the admin fee will be too high and the member will move to the more competitive contract. Thus, the purchase will not be booked thru Sourcewell. Parts and service programs/contracts as per the following:	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As it relates to fire apparatus: The REV Group and its multiple fire apparatus brands (REV Fire Group) offer Sourcewell members a wide variety of models. These include brush trucks, urban interface units, crew haulers, air and light units, light rescues, medium rescues, heavy rescues, combo rescues, walk-in/walk around rescues, command vehicles, hazmat vehicles, pumpers, rescue pumpers, wet side tankers, dry side tankers, vacuum tankers, elliptical tankers, aerial booms, aerial ladders, aerial platforms, ARFF units, ARFF foam testing units, and Rhino turrets. In addition to apparatus, we offer service/maintenance, parts, training, refurbishment/upgrades, accident repair services, and any other new/product or service agreed upon by the member and fits within the scope of the RFP. As it relates to Spartan Chassis - these chassis' are offered by many fire apparatus manufacturers which are not part of the REV GROUP/REV Fire Group. In most cases they are competitors of the REV Fire Group. That said, within the scope of the RFP, we wanted to provide our dealer partners and Spartan Chassis' OEMs the option to offer chassis upgrades, re-chassis options, wreck repairs, and body remounts on a new Spartan chassis via the Sourcewell contract, thus eliminate the requirement of going out to bid.. The agreed discount and admin fee would only be based on the chassis quote. All other expenses, labor, parts, and loose equipment would be listed separately from the chassis line item quote, must be approved by the Sourcewell member, and fit within the scope of the RFP.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For fire apparatus - we offer leasing, trade-ins, pre-pay discounts, and multiple unit discounts. For leasing this would be handled thru REV Leasing, one of many third party leasing companies within the industry, or through local institutions agreed upon by the member and fits within the scope of the RFP. For service/parts purchases - these would brand specific new parts, vendor supplied parts, brand/dealer supplied parts/loose equipment, brand/dealer supplied PPE/fire fighting support equipment, services (other-TBD) where the need expressed by the member fits within the scope of the RFP, and any volume discounts which may apply. For Product Life Cycle Extension Services - these would include wreck repairs, apparatus upgrades, apparatus refurb, dealer/third party annual aerial inspection/certification, dealer/third party annual pump testing, and dealer/third party contracted services (other-TBD) where the need expressed by the member fits within the scope of the RFP. For Extended Warranties - these would included warranties offered specifically by the brand (base warranty extensions and/or bumper to bumper warranties, third party drivetrain warranties, vendor supplied extended warranties, or additional warranties requested by the member and falls within the scope of the RFP. Contract Services - these would be brand provided service contracts, training offered by each brand, service contracts negotiated with our dealer partners, parts contracts negotiated with our dealer partners, training services negotiated with our dealer partners, or any added contract services agreed upon by the member and fits within the scope of the RFP.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	☒ Yes ☐ No	Do not offer rescue trailers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	All of the mentioned including brush trucks and initial attack vehicles.	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	Also providing a mobile foam tester.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	Offering brand specific chassis for wreck repair, refurb, and chassis upgrades. Also offering Spartan custom built chassis as additional option for re-chassis solutions.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	☒ Yes ☐ No	Offered thru the manufacturing brand or selling dealer.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	All of the items are offered. Also offering accident repairs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	A list of dealers and service locations is provided. Depending on the dealer's capabilities added services may be available. This could include pump testing, aerial testing, air pack testing/repair, upfitting, and/or wreck repair.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	A list of dealers and service locations is provided. Depending on the dealer's capabilities these added services may be available. If not available at the dealer location the manufacturing brand could provide labor and material quotes based on the requested repairs.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Most of our manufacturing facilities are ISO9001 Quality Certified All vehicles must be built to NFPA 1901 or 1906. We provide the member a Letter of Compliance and any item requested not meeting these standards is listed as non-compliant whereas the member and/or dealer must sign and dictate who is responsible for correcting the deficiency prior to putting vehicle in service. See attachments. All ARFFs must meet NFPA 414 and NFPA 412 Standards. Some facilities undergo and pass the UL Inspection Program (VIP) for NFPA 1901. See attachments. Must meet FMVSS—Federal Motor Vehicle Safety Standards All custom cabs must meet the Economic Commission for Europe (ECE) R-29 cab crash testing. Society of Automotive Engineers (SAE) Standards where specified. Underwriters Laboratories (UL & ULC) Federal Aviation Administration (FAA) AC 150/5220-10 for ARFF
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	The same as U.S. built units but with the following additional testing requirements: Must meet ULC S515 for all apparatus sold in Canada. Must meet CMVSS—Canadian Motor Vehicle Safety Standards International Civil Aviation Organization (ICAO) Units delivered in Canada must also pass a required motor vehicle test prior to unit being put into service.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - REV Group_ E-ONE Apparatus Models_Pricing_Discounts Updated.pdf - Tuesday November 30, 2021 15:44:05
 - [Financial Strength and Stability](#) - REV GROUP (REV Fire Group) Financial Strength and Stability.pdf - Tuesday November 30, 2021 15:15:51
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - REV Fire Group Certifications.pdf - Tuesday November 30, 2021 15:47:00
 - [Warranty Information](#) - REV Fire Group Warranties.pdf - Tuesday November 30, 2021 16:05:38
 - [Standard Transaction Document Samples](#) - 20211110 Q113020 Mesa AZ, H & E (AZ) Custom Summary Report - Amended.pdf - Tuesday November 30, 2021 16:20:31
 - [Upload Additional Document](#) - REV Group Misc Files.pdf - Tuesday November 30, 2021 16:18:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Fred Cureton, National Contract Manager, REV Group, INC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1



Date: 05/20/2022

This document supports pricing matrix for Sourcewell #113021-RVG reference PNP dated 05/20/2022.
Prepared by: Fred Cureton, National Contract Manager

This document is being provided with the following goals in mind:

1. Aid Sourcewell Contract Managers when communicating KME's product offerings, discount structure, and key contacts.
2. Provide one document specific to the KME brand.
3. Eliminate confusion for Sourcewell and their members by separating the brand specific data where multiple brands information was submitted.
4. Provide dedicated brand specific information which could easily be linked to each brand's web landing page.

A handwritten signature in black ink that reads "Fred Cureton".

Fred Cureton
National Contracts Manager
REV Fire Group
Office 205-680-4468
Cell 352-895-0783
Email: Fred.Cureton@RevFireGroup.com





Sourcewell #113021-RVG-3 (KME Apparatus Model Pricing Strategy – Quick Reference Guide)

Model	Discount off MSRP	Notes
Commercial Mini-Pumpers	3%	Pre-discounted – Priced to Market – Flat fee discount
Commercial Pumpers	3%	KME portion only – see notes below
Custom Pumpers	5%	Regardless of selected Chassis
Commercial Tankers	3%	KME portion only – see notes below
Custom Tankers	5%	Regardless of selected Chassis
Commercial Light Rescues	3%	Pre-discounted – Priced to Market – Flat fee discount
Custom Heavy Rescues	5%	Regardless of the selected Chassis
Custom Aerial Ladders	5%	Regardless of the selected Chassis
Custom Aerial Platforms	5%	
Custom TDA	5%	Available through ladder options
Wildlands	3%	Pre-discounted – Priced to Market – Flat fee discount

Note: Items designated as “Pass thru” by KME are broken out separately within our quoting system. Items in this category include training, commercial chassis’, brokered items, etc.). These items are not discounted.

All prices based on current MSRP at the time of sale.

KME reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Key KME Contacts:

- **Anthony Maff, Senior Sales Support, tmaff@kmefire.com, 570-669-5595**
- **Chris McClung, Director of Sales, cmclung@kmefire.com, 352-502-6881**

KME Commercial Pumpers (Mini Pumpers and RIV Included)				
Apparatus Model	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Commercial Pumper	Commercial OEM Cab/Chassis	As custom configured by Sourcewell member	5% off KME portion of apparatus.	MSRP minus 5%

KME Custom Pumpers				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Custom Pumper	Custom chassis pumper per chassis options	As custom configured by Sourcewell member	5%	MSRP minus 5%

KME Commercial Tankers				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Commercial Tanker	Commercial Chassis Tanker	As custom configured by Sourcewell member	3% off KME portion of apparatus.	MSRP minus 3%

KME Custom Tankers				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Custom Chassis tanker w/ available chassis option	Custom Chassis Tanker	As custom configured by Sourcewell member	5%	MSRP minus 5%

KME Custom Rescues				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Custom Chassis Rescue	Custom Heavy Rescue, Non Walk-In	As custom configured by Sourcewell member	5%	MSRP minus 5%

KME Custom Aerial Ladders (Including TDA)				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Custom Ladder w/chassis option	Custom Ladder with ladder options	As custom configured by Sourcewell member	5%	MSRP minus 5%
Custom Ladder w/chassis option TDA	Custom Ladder with ladder options	As custom configured by Sourcewell member	5%	MSRP minus 5%

KME Custom Aerial Platforms				
Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	Sourcewell Adjusted Price
Custom Aerial Platform w/ Chassis option	Aerial Platform multiple length options	As custom configured by Sourcewell member	5%	MSRP minus 5%



ITEM # 14

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- LOCAL SOLICITATION FUNDS UTILIZATION

DATE: April 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation, in the amount of \$16,491; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by \$16,491, in (Expenditure) Account No. 240-8055-800-5010.10, \$6,000, -6010.10, \$5,000, 6000.20, \$5,491 (JAG, JAG Program Funds, Overtime, Equipment, Supplies), and \$16,491 in (Revenue) Account 240-99-4198 (JAG, JAG Program Funds, Miscellaneous Grants); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is being awarded \$16,491 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program ("Grant"). Although the City must pay upfront costs, all related, authorized expenditures will be reimbursed by the Grant on a quarterly basis up to \$16,491.

The funds are to be distributed to a specific JAG account, which will reflect the following budget uses (Account No.240-8055-800-):

1. Personnel Costs-Overtime (5010.10) \$6,000
2. Equipment (6010.10) \$5,000

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3. Supplies (6000.20) \$5,491

TOTAL \$16,491.

The recommended action would increase appropriations in the above accounts by the indicated amounts, as well as record revenue of \$16,491 in Account No. 240-99-4198.

BACKGROUND/DISCUSSION:

In accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751 (a)) funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice. The funds can be used for any one or more of the following purpose area programs:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

The current round of Justice Assistance Grant funding (i.e., JAG FY2023) includes the proposed use of funds to enhance the Police Department's commitment of increasing community policing efforts, participation from citizens, while attracting and retaining peace officers.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City of Montebello has been awarded \$16,491 through the current JAG award cycle (Attachments A and B). As required by the U.S. Department of Justice and under the administration of the Bureau of Justice Assistance, requirements for recipients of JAG funds, the City of Montebello has prepared this summary for the 2023 program. The proposed project addresses the needs of the Department and establishes a resource for the community to prioritize and place justice funds in the purpose areas where they are needed most to reduce crime and improve public safety.

The JAG FY2023 funds will fill those curtailments or cuts in resources that would otherwise impact the Police Department's ability to continue and maintain its community

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policing efforts aimed at reducing crime and improving public safety. Police and Finance Department staff will focus on monitoring grant activity to ensure the allocation of funds are used towards the cost of personnel, equipment and materials required by the Montebello Police Department.

SUMMARY:

The Department has been awarded a JAG Grant in the amount of \$16,491. The Grant award will enable the Department to conduct additional community engagement events and purchase necessary equipment.

City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached Grant Agreement (Attachment B) and amend the FY 2023-24 budget by increasing appropriations by \$16,491, in (Expenditure) Account No. 240-8055-800-5010.10, \$6,000, -6010.10, \$5,000, 6000.20, \$5,491 (JAG, JAG Program Funds, Overtime, Equipment, Supplies), and \$16,491 in (Revenue) Account 240-99-4198 (JAG, JAG Program Funds, Miscellaneous Grants).

ATTACHMENT(S)

1. Attachment A- JAG 2023 Solicitation Package
2. Attachment B- JAG 2023 Award Package

NEXT STEPS:

N/A

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

OMB No. 1121-0329
Expires 12/31/2023



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: October 23, 2023 8:59 PM ET

Application JustGrants Deadline: October 24, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bjaojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ's approach to disrupting violent crime is: "centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer."

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA's National Training and Technical Assistance Center \(NTTAC\)](#) and on BJA's website at: <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjitec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make:1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BJA-2023-00105-PROD	2—Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
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Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including dispartes) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 10/23/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 10/24/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)” in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



Department of Justice (DOJ)

ATTACHMENT B

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF MONTEBELLO 1600 W BEVERLY BLVD
City, State and Zip:	MONTEBELLO, CA 90640
Recipient UEI:	M8MYZCCFENF8
Project Title: City of Montebello Police Department 2023 JAG Project	Award Number: 15PBJA-23-GG-03107-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$16,491.00	Federal Award Date: 12/20/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/24
Project Description: The Montebello Police Department will use JAG funds to enhance our commitment of increasing community policing efforts, participation from citizens, while attracting and retaining peace officers. Our proposal will demonstrate how we will develop and expand community engagement initiatives. In collaboration with local partners and diversifying funding, the department will focus on programs that are educational and sustainable. Increasing active participation from the community will allow us to share the roles and challenges faced by law enforcement. Our program aims to create an engaged and informed community that will be supportive of our efforts to increasing safety in this community.	

Award Letter

December 20, 2023

Dear MICHAEL SOLORZA,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF MONTEBELLO for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$16,491.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to

methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF MONTEBELLO

UEI
M8MYZCCFENF8

Street 1	Street 2
1600 W BEVERLY BLVD	

City	State/U.S. Territory
MONTEBELLO	California

Zip/Postal Code	Country
90640	United States

County/Parish	Province

Award Details

Federal Award Date	Award Type
12/20/23	Initial

Award Number	Supplement Number
15PBJA-23-GG-03107-JAGX	00

Federal Award Amount	Funding Instrument Type
\$16,491.00	Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13963183

Grant Manager Name

Elaine Vanlandingham

Phone Number

[202-598-7415](tel:202-598-7415)

E-mail Address

Elaine.Vanlandingham@usdoj.gov

Project Title

City of Montebello Police Department 2023 JAG Project

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The Montebello Police Department will use JAG funds to enhance our commitment of increasing community policing efforts, participation from citizens, while attracting and retaining peace officers.

Our proposal will demonstrate how we will develop and expand community engagement initiatives. In collaboration with local partners and diversifying funding, the department will focus on programs that are educational and sustainable.

Increasing active participation from the community will allow us to share the roles and challenges faced by law enforcement. Our program aims to create an engaged and informed community that will be supportive of our efforts to increasing safety in this community.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might

fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false

claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency

(OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently

prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector

General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition.

The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of

Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval

from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation

and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection

requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the

federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official Assistant Attorney General	Name of Approving Official Amy Solomon	Signed Date And Time 12/19/23 3:21 PM
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Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Director of Finance

Name of Authorized Entity Official
MICHAEL SOLORZA

Signed Date And Time
1/11/2024 3:48 PM



ITEM # 15

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-27 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED APRIL 24, 2024**

RESOLUTION NO. 24-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1571, consisting of 6 pages, and including:

Warrant No.

General: Check No. 603013 through 603151
ACH No. 6028 through 6135

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 24TH DAY OF APRIL.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-27

Page 2 of 2

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. 24-27 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 24th day of April 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6028	04/04/2024	\$465.91	SUPPLIES	3163	BANK OF AMERICA
6029	04/04/2024	\$2,058.85	SUPPLIES	3163	BANK OF AMERICA
6030	04/04/2024	\$2,120.74	SUPPLIES	3163	BANK OF AMERICA
6031	04/04/2024	\$813.00	SUPPLIES	3163	BANK OF AMERICA
6032	04/04/2024	\$894.34	SUPPLIES	3163	BANK OF AMERICA
6033	04/04/2024	\$273.08	SUPPLIES	3163	BANK OF AMERICA
6034	04/04/2024	\$286.51	SUPPLIES	3163	BANK OF AMERICA
6035	04/04/2024	\$2,386.71	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6036	04/04/2024	\$1,404.18	CONTRACT SERVICES	3163	BANK OF AMERICA
6037	04/04/2024	\$2,124.98	SUPPLIES	3163	BANK OF AMERICA
6038	04/04/2024	\$2,680.13	SUPPLIES	3163	BANK OF AMERICA
6039	04/04/2024	\$575.00	TRAINING	3163	BANK OF AMERICA
6040	04/04/2024	\$59.94	SUPPLIES	3163	BANK OF AMERICA
6041	04/04/2024	\$1,000.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6042	04/04/2024	\$1,475.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
6043	04/04/2024	\$799,292.29	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6044	04/04/2024	\$3,235.63	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
6045	04/04/2024	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
6046	04/04/2024	\$11,151.99	CONTRACT SERVICES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
6047	04/04/2024	\$237.99	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6048	04/04/2024	\$6,441.35	CONTRACT SERVICES	2624	CRAFCO INC
6049	04/04/2024	\$537.04	SUPPLIES	70920	DECALS BY DESIGN INC
6050	04/04/2024	\$986.04	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
6051	04/04/2024	\$21,178.56	CONTRACT SERVICES	371	FLO-SERVICES INC
6052	04/04/2024	\$9,098.62	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
6053	04/04/2024	\$316.37	TRAINING	2533	LAURENCE GONG
6054	04/04/2024	\$50.55	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
6055	04/04/2024	\$14,995.70	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6056	04/04/2024	\$149.36	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6057	04/04/2024	\$1,797.16	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
6058	04/04/2024	\$7,437.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6059	04/04/2024	\$654.18	SUPPLIES	26670	LIFE-ASSIST INC
6060	04/04/2024	\$18,490.74	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
6061	04/04/2024	\$13,437.50	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6062	04/04/2024	\$406.36	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
6063	04/04/2024	\$136.39	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6064	04/04/2024	\$49,806.73	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6065	04/04/2024	\$764.67	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6066	04/04/2024	\$247.63	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
6067	04/04/2024	\$480.06	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6068	04/04/2024	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6069	04/04/2024	\$446.20	CONTRACT SERVICES	3140	WEX HEALTH INC
6070	04/11/2024	\$94.13	FUEL	3163	BANK OF AMERICA
6071	04/11/2024	\$65.69	FUEL	3163	BANK OF AMERICA
6072	04/11/2024	\$1,192.88	SUPPLIES	3163	BANK OF AMERICA
6073	04/11/2024	\$422.61	SUPPLIES	3163	BANK OF AMERICA
6074	04/11/2024	\$343.96	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6075	04/11/2024	\$330.69	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6076	04/11/2024	\$99,569.20	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6077	04/11/2024	\$380,231.25	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6078	04/11/2024	\$409,592.00	INTEREST EXPENSE	693	CAPITAL ONE PUBLIC FINANCING
6079	04/11/2024	\$434.82	CONTRACT SERVICES	3163	BANK OF AMERICA
6080	04/11/2024	\$250.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6081	04/11/2024	\$2,377.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6082	04/11/2024	\$251.24	SUPPLIES	3163	BANK OF AMERICA
6083	04/11/2024	\$2,697.57	TRAINING	3163	BANK OF AMERICA
6084	04/11/2024	\$98.22	SUPPLIES	3163	BANK OF AMERICA
6085	04/11/2024	\$280.74	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6086	04/11/2024	\$1,481.88	TRAINING	3163	BANK OF AMERICA
6087	04/11/2024	\$2,799.74	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6088	04/11/2024	\$3,946.10	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6089	04/11/2024	\$1,233.40	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6090	04/11/2024	\$27,810.65	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6091	04/11/2024	\$3,600.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
6092	04/11/2024	\$4,962.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
6093	04/11/2024	\$95,855.97	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
6094	04/11/2024	\$375.40	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
6095	04/11/2024	\$66,763.20	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
6096	04/11/2024	\$2,188.92	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6097	04/11/2024	\$40,599.67	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
6098	04/11/2024	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
6099	04/11/2024	\$1,730.93	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6100	04/11/2024	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
6101	04/11/2024	\$36,121.72	FUEL INVENTORY	962	MO DION & SONS INC
6102	04/11/2024	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
6103	04/11/2024	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
6104	04/11/2024	\$16,793.94	CONTRACT SERVICES	371	FLO-SERVICES INC
6105	04/11/2024	\$40.00	CARPPOOL INCENTIVE	2533	LAURENCE GONG
6106	04/11/2024	\$40.00	CARPPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
6107	04/11/2024	\$3,571.04	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6108	04/11/2024	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
6109	04/11/2024	\$40.00	CARPPOOL INCENTIVE	73180	MONICA HUERTA
6110	04/11/2024	\$33,694.69	CONTRACT SERVICES	2793	IBE DIGITAL
6111	04/11/2024	\$934.77	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6112	04/11/2024	\$16,757.00	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
6113	04/11/2024	\$20,060.36	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
6114	04/11/2024	\$40.00	CARPOOL INCENTIVE	2704	JACQUELINE LEON
6115	04/11/2024	\$7,200.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
6116	04/11/2024	\$2,992.78	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6117	04/11/2024	\$7,115.40	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6118	04/11/2024	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
6119	04/11/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
6120	04/11/2024	\$80.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
6121	04/11/2024	\$42,865.20	CONTRACT SERVICES	42180	PCAM LLC
6122	04/11/2024	\$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
6123	04/11/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
6124	04/11/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
6125	04/11/2024	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
6126	04/11/2024	\$1,195.00	CONTRACT SERVICES	3176	PHILLIP SISNEROS
6127	04/11/2024	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
6128	04/11/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
6129	04/11/2024	\$1,147.21	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6130	04/11/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
6131	04/11/2024	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
6132	04/11/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
6133	04/11/2024	\$44,285.17	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6134	04/11/2024	\$4,699.69	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6135	04/11/2024	\$378.45	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTAL		\$2,755,379.26			
603013	04/04/2024	\$42,570.41	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
603014	04/04/2024	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
603015	04/04/2024	\$287.85	FUEL	22520	HENRY AGUILAR JR
603016	04/04/2024	\$394.04	UTILITY SERVICES	39550	AT&T
603017	04/04/2024	\$53,149.28	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
603018	04/04/2024	\$18,269.36	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
603019	04/04/2024	\$1,446.76	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
603020	04/04/2024	\$11,718.88	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
603021	04/04/2024	\$8,125.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
603022	04/04/2024	\$1,280.00	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
603023	04/04/2024	\$225.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
603024	04/04/2024	\$1,915.95	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603025	04/04/2024	\$3,455.83	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603026	04/04/2024	\$5,171.35	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
603027	04/04/2024	\$50,000.00	CONTRACT SERVICES	2714	IN AND OUT REMOVAL
603028	04/04/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
603029	04/04/2024	\$380.00	TRAINING	56430	CITY OF IRVINE



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
603030	04/04/2024	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
603031	04/04/2024	\$22,346.66	CONTRACT SERVICES	3716	KOA CORPORATION
603032	04/04/2024	\$254.80	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
603033	04/04/2024	\$3,349.91	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
603034	04/04/2024	\$24,062.37	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO INC
603035	04/04/2024	\$1,302.48	VEHICLE MAINTENANCE/EXPENSES	1461	MODEL 1 COMMERCIAL VEHICLES INC
603036	04/04/2024	\$1,056.66	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
603037	04/04/2024	\$9,626.62	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
603038	04/04/2024	\$1,315.12	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603039	04/04/2024	\$125.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
603040	04/04/2024	\$451.65	SUPPLIES	15620	OFFICE DEPOT INC
603041	04/04/2024	\$1,500.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
603042	04/04/2024	\$61.69	UTILITY SERVICES	100	PICO WATER DISTRICT
603043	04/04/2024	\$15,000.00	BUILDING IMPROVEMENTS	3985	PRO CERAMIC TILE
603044	04/04/2024	\$2,354.54	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603045	04/04/2024	\$341.44	MAIL/ POSTAL EXPENSE	503	QUADIENT INC
603046	04/04/2024	\$225.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603047	04/04/2024	\$2,361.42	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603048	04/04/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
603049	04/04/2024	\$2,189.33	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603050	04/04/2024	\$5,650.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
603051	04/04/2024	\$5,233.77	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603052	04/04/2024	\$822.09	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
603053	04/04/2024	\$1,112.68	UTILITY SERVICES	23610	VERIZON WIRELESS
603054	04/04/2024	\$1,349.46	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
603055	04/04/2024	\$20,745.30	CONTRACT SERVICES	3731	YUNEX LLC
603056	04/04/2024	\$400.00	CONTRACT SERVICES	3679	JOSE GUERRERO
603057	04/04/2024	\$200.00	TRAINING	3542	GUADALUPE HERNANDEZ
603058	04/04/2024	\$200.00	TRAINING	4329	MICHELLE MARQUEZ
603059	04/04/2024	\$150.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
603060	04/04/2024	\$1,080.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH
603061	04/04/2024	\$4,239.90	CONTRACT SERVICES	3568	CIVICPLUS LLC
603062	04/04/2024	\$33.00	PARKS AND RECREATION	4373	DARLENE VELAZQUEZ
603063	04/04/2024	\$1,192.90	CONTRACT SERVICES	4488	RESOLUTE PARENT LLC
603064	04/11/2024	\$33,717.61	VEHICLE PURCHASES	4486	DIAMOND BAR IMPORTS INC
603065	04/11/2024	\$49,690.00	CONTRACT SERVICES	4494	A-1 EVENT RENTALS LLC
603066	04/11/2024	\$400.00	CONTRACT SERVICES	16030	AAA ELECTRICAL SUPPLY
603067	04/11/2024	\$59.03	UTILITY SERVICES	1732	AT&T CORP
603068	04/11/2024	\$8,333.34	CONTRACT SERVICES	3557	ADVOCATE INC
603069	04/11/2024	\$8,400.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
603070	04/11/2024	\$2,475.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
603071	04/11/2024	\$873.75	DUES & SUBSCRIPTIONS	43590	THE AMERICAN SOCIETY OF COMPOSERS AUTHORS
603072	04/11/2024	\$518.00	GENERAL GOVERNMENT	4491	ARISE CITY CHURCH



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
603073	04/11/2024	\$202.33	UTILITY SERVICES	39550	AT&T
603074	04/11/2024	\$4.43	UTILITY SERVICES	39550	AT&T
603075	04/11/2024	\$1,009.47	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603076	04/11/2024	\$575.00	TRAINING	4496	BEHAVIOR ANALYSIS TRAINING LLC
603077	04/11/2024	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
603078	04/11/2024	\$38.83	FUEL	4443	ERL BERNARD
603079	04/11/2024	\$40.00	CARPOOL INCENTIVE	3980	RICHARD BOUT
603080	04/11/2024	\$60.00	PARKS AND RECREATION	4471	YVETTE CACERES
603081	04/11/2024	\$12,500.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
603082	04/11/2024	\$6,957.35	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603083	04/11/2024	\$1,243.13	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
603084	04/11/2024	\$6,605.61	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603085	04/11/2024	\$190.62	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
603086	04/11/2024	\$6,954.66	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603087	04/11/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
603088	04/11/2024	\$1,941.41	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
603089	04/11/2024	\$10,584.00	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
603090	04/11/2024	\$80.00	GENERAL GOVERNMENT	4492	MARY COOK
603091	04/11/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
603092	04/11/2024	\$442.37	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603093	04/11/2024	\$1,400.00	CONTRACT SERVICES	2759	D F POLYGRAPH
603094	04/11/2024	\$170.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
603095	04/11/2024	\$21,690.42	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
603096	04/11/2024	\$32,786.90	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
603097	04/11/2024	\$250.51	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
603098	04/11/2024	\$980.56	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
603099	04/11/2024	\$204.97	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603100	04/11/2024	\$1,207.95	SUPPLIES	3015	FIRST AID 2000
603101	04/11/2024	\$1,099.87	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603102	04/11/2024	\$49.04	MAIL/ POSTAL EXPENSE	3167	GLS US
603103	04/11/2024	\$269.67	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
603104	04/11/2024	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
603105	04/11/2024	\$7,454.57	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
603106	04/11/2024	\$652.02	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
603107	04/11/2024	\$7,831.97	CONTRACT SERVICES	993	IVA SOLUTIONS INC
603108	04/11/2024	\$36,824.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
603109	04/11/2024	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
603110	04/11/2024	\$30.00	CARPOOL INCENTIVE	3893	MICHAEL FRANCO LOPEZ
603111	04/11/2024	\$4,126.25	CONTRACT SERVICES	485	LOS ANGELES COUNTY CLERK
603112	04/11/2024	\$9,730.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
603113	04/11/2024	\$65.00	PARKS AND RECREATION	4493	NORMA MENA
603114	04/11/2024	\$1,737.54	MACHINERY & EQUIPMENTS	3919	MIGUEL VELASCO
603115	04/11/2024	\$141.89	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC



City of Montebello
Register of Demands No. 1571
From Payment Date 03/29/24 - To Payment Date 04/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
603116	04/11/2024	\$80.00	GENERAL GOVERNMENT	4490	ROBERTO MORALES
603117	04/11/2024	\$60,097.38	UNIFORM EXPENSE	450	MUNICIPAL EMERGENCY SERVICES INC.
603118	04/11/2024	\$1,315.20	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
603119	04/11/2024	\$112.94	SUPPLIES	15620	OFFICE DEPOT INC
603120	04/11/2024	\$175.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
603121	04/11/2024	\$492.58	RETIREMENT	42490	LINDA PAYAN
603122	04/11/2024	\$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
603123	04/11/2024	\$900.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
603124	04/11/2024	\$32,325.00	TRAINING	3984	DANIEL MONTOYA
603125	04/11/2024	\$682.89	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603126	04/11/2024	\$200.00	TRAVEL & MEETINGS	3849	GARY T ROBINSON
603127	04/11/2024	\$136.64	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603128	04/11/2024	\$83,962.32	LEASE PAYMENT	2846	SANTANDER BANK NA
603129	04/11/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
603130	04/11/2024	\$18,840.00	BUILDING IMPROVEMENTS	2976	JEREMY P SOMMERS
603131	04/11/2024	\$3,555.90	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
603132	04/11/2024	\$2,074.07	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603133	04/11/2024	\$54,303.74	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
603134	04/11/2024	\$1,503.09	CONTRACT SERVICES	3397	STERICYCLE INC
603135	04/11/2024	\$74,737.18	MACHINERY & EQUIPMENTS	13580	TENNANT SALES AND SERVICE CO
603136	04/11/2024	\$1,512.69	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603137	04/11/2024	\$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
603138	04/11/2024	\$14,982.98	SUPPLIES	4448	TRAFFIC AND PARKING CONTROL CO INC
603139	04/11/2024	\$40.00	CARPPOOL INCENTIVE	4386	NAM TRAN
603140	04/11/2024	\$354.78	SUPPLIES	69680	TRIANGLE SPORTS INC
603141	04/11/2024	\$69,036.66	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603142	04/11/2024	\$4,127.38	UTILITY SERVICES	23610	VERIZON WIRELESS
603143	04/11/2024	\$5,687.87	FRINGE BENEFITS	58990	VISION SERVICE PLAN
603144	04/11/2024	\$1,354.08	SUPPLIES	9470	W W GRAINGER INC
603145	04/11/2024	\$5,227.95	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603146	04/11/2024	\$6,020.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
603147	04/11/2024	\$105.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
603148	04/11/2024	\$4,595.31	CONTRACT SERVICES	3731	YUNEX LLC
603149	04/11/2024	\$50,000.00	CONTRACT SERVICES	2714	IN AND OUT REMOVAL
603150	04/11/2024	\$250.00	GENERAL GOVERNMENT	2775	MONTEBELLO HOUSING DEVELOPMENT CORP
603151	04/11/2024	\$32,325.00	TRAINING	3984	DANIEL MONTOYA
CHECK TOTAL		\$1,155,826.89			
GRAND TOTAL		\$3,911,206.15			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - May

May 8th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - Richard Sanchez	Presentation	Public Affairs	David S.
	Asian Pacific Heritage Month	Presentation	Public Affairs	David S.
	National Pet Month	Presentation	Public Affairs	David S.
	National Bike Month	Presentation	Public Affairs	David S.
	Mental Health Month	Presentation	Public Affairs	David S.
	Motorcycle Safety Awareness Month	Presentation	Public Affairs	David S.
	National Poppy Day	Presentation	Public Affairs	David S.
	National Military Appreciation Month	Presentation	Public Affairs	David S.
	Authorize the City Manager to enter into a three-year agreement with CitiBot	Consent	Parks & Rec	David S.
	Approve Purchase Agreement No. of Two (2) Maintenance Support Vehicles from National Auto Fleet Group	Consent	Transit	John S.
	Approve Amendment No. 1 to Agreement No. 3848 with Ads on the Move	Consent	Transit	John S.
	Request Authorization to seek proposals for residential solid waste disposal services	Consent	Public Works	Cesar Roldan
	Resolution adopting SB1 Streets - Focus on Via Campo from Gerhart Ave to Garfield Ave - Re-surfacing Vail Avenue between Beverly and Railroad tracks (southside)	Consent	Public Works	Cesar Roldan
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.