



CITY OF MONTEBELLO CITY COUNCIL
CALL AND NOTICE OF A SPECIAL MEETING

**PLEASE TAKE NOTICE THAT THE CITY COUNCIL HAS
CALLED A SPECIAL MEETING AS FOLLOWS:**

**CITY OF MONTEBELLO
COUNCIL CHAMBERS
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA¹
WEDNESDAY, DECEMBER 18, 2019 – 5:30 P.M.**

FOR THE PURPOSE OF THE FOLLOWING:

SEE ATTACHED AGENDA

**LILLIAN GUZMAN, Deputy City Clerk
December 12, 2019**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

REVISED
SPECIAL CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, DECEMBER 18, 2019

5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Brad Keller
Robert Mescher
Bob Franco
Joseph Palombi
Danilo Batson
David Sosnowski
Tom Barrio

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez
2. **ROLL CALL:** City Clerk I. Barajas

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3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Members of the public interested in addressing the Agency during this Special Meeting may only address the items which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a). If you wish to speak on said item, please fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning of Oral Communications so that you will have an opportunity to speak before or during consideration of that item.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please show courtesy to others and direct all of your comments to the Mayor.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION - 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code section 54956.9(d)(2)

4a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

REGULAR SESSION – 6:30 P.M.

5. INVOCATION

PLEDGE OF ALLEGIANCE

6. PRESENTATIONS

A. OATH OF OFFICE – YOUTH COMMISSIONER DAVID PEREZ

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

8. CORRECTIONS TO THE AGENDA – CITY MANAGER

9. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Members of the public interested in addressing the Agency during this Special Meeting may only address the items which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a). If you wish to speak on said item, please fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning of Oral Communications so that you will have an opportunity to speak before or during consideration of that item.

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

- 11. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 12 and 13, and any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS (12-13)

- 12. PUBLIC HEARING: ORDINANCE APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AND ZONE CHANGE NO. ZC 02-19 AMENDING THE GENERAL PLAN LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND THE ZONING MAP FROM R-1 SINGLE FAMILY TO C-R COMMERCIAL RESTRICTED FOR THE PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD**

RECOMMENDATION: It is recommended that the City Council:

- (1) Adopt a Resolution that would adopt a Negative Declaration for the proposed General Plan Amendment and Zone Change and approving a General Plan Amendment (GPA 02-19) and a Zone Change (ZC 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone at 429 N. Montebello Blvd., Montebello, California 90640 (the "Subject Property");
- (2) Adopt an Ordinance approving General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19), and conduct the 1st Reading of the Draft Ordinance;
- (3) Schedule 2nd Reading of Draft Ordinance for the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) for the next regular scheduled meeting of the City Council.

- 13. PUBLIC HEARING: APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF CONDITION USE PERMIT NO. CUP 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 WEST BEVERLY BLVD., SUITE A&B**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider staff presentation, public testimony, and all matters presented at the public hearing and uphold the Planning Commission denial of CUP 24-19 and direct staff to bring back a City Council Resolution containing findings supporting and upholding the Planning Commission's denial of CUP 24-19; or
- 2) Conduct a Public Hearing and consider staff presentation, public testimony, and all matters presented at the public hearing and overturn the Planning Commission decision to deny CUP 24-19 and direct staff to bring back a City Council Resolution containing findings supporting the approval of CUP 24-19.

CONSENT MATTERS (14-24)

14. COMMERCIAL CANNABIS DEVELOPMENT AGREEMENTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve, in substantially the form as presented, four (4) cannabis business development agreements for the operation of commercial cannabis activities in the City of Montebello, for Cannabis Development Agreement Nos. 23-19, 26-19, 27-19 and 28-19, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
- 2) Condition the approval of each of the four (4) Cannabis Business Development Agreements ("DA") on the respective operator providing all exhibits to the development agreement and missing information to the City of Montebello in a form acceptable to the City Attorney's Office no later than January 6, 2020, as reflected with highlights in the attachments hereto; and
- 3) Adopt findings contained herein exempting the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval.

15. ADOPT, ADVERTISE AND AUTHORIZE THE AWARD OF CONSTRUCTION FOR THE "PAVING THE WAY" PHASE 1, STREET IMPROVEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans and Specifications for Phase 1A of the "Paving the Way" Street Improvement Project (C.P. 875) as prepared by Infrastructure Engineers;
- 2) Authorize Staff to Advertise a Notice Inviting Bids for the Project and designate January 14, 2020 at 11:10 a.m., as the bid opening date;
- 3) Authorize the City Manager to Award and Execute the Contract on behalf of the City to the lowest responsive and responsible bidder up to \$2,500,000, including a project contingency;
- 4) Find the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), per Section 15301, Class 1 (Existing Facilities).

16. APPROVE PLANS AND SPECIFICATIONS FOR CP 858 - ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE, (FY 2019/2020), FIND THE PROJECT CATEGORICALLY EXEMPT PURSUANT TO THE STATE GUIDELINES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR BIDS AND DESIGNATE JANUARY 13, 2020 AT 11:10 A.M. AS THE BID OPENING DATE

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 858, Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue, FY 2019/2020;
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); and
- 3) Authorize the Public Works Department to advertise for bids and designate January 13, 2020 at 11:10 a.m., as the bid opening date.

17. A REQUEST TO ACCEPT AS COMPLETE MONTEBELLO WAY TRAFFIC SIGNAL IMPROVEMENTS FROM MINES AVENUE TO OLYMPIC BOULEVARD, FY 2014/2015, PROJECT NO. 1958 (C.P. NO. 795) BID #12-18, FEDERALLY FUNDED PROJECT HSIPL – 5247 (020)

RECOMMENDATION: It is recommended that the City Council:

- 1) Accepts as complete Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958, C.P. No. 795, Bid No. 12-18, Federally Funded Project HSIPL-5247(020) (“Project”) and authorize the City Clerk to process the Notice of Completion.

18. TRAFFIC SAFETY ANALYSIS FOR THE INTERSECTIONS OF BEVERLY BOULEVARD AND 20TH STREET AND BEVERLY AND 21ST STREET

RECOMMENDATION: It is recommended that the City Council:

- 1) Consider the findings and recommendations of the Traffic Safety Analysis completed by Infrastructure Engineers for the intersections of Beverly Boulevard and 20st Street and Beverly Boulevard and 21th Street, and direct staff as to which alternative to implement at these locations.

19. HILTON HOME2SUITES AND GOLF COURSE MAINTENANCE YARD

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a negotiated settlement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers for inspection and material testing services rendered in the construction of the Home2Suite Hotel and Golf Course Maintenance Yard, under Agreement No. 3237; (2) approve a Resolution advancing funds from the General Fund to Hotel Fund in the amount of \$246,326 for the negotiated settlement, which staff anticipates being reimbursed from future hotel net operating revenues; and (3) direct staff to process payment.

20. CITY HALL REPAIRS AND IMPROVEMENTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Waive the formal bid process for emergency repairs to the City Hall roof and authorize the expenditure of City funds by a four-fifths (4/5) vote pursuant to Montebello Municipal Code (MMC) Section 3.20.050(c);
- 2) Award a construction contract for the necessary City Hall roof repairs to Certified Roofing Applicators;
- 3) Award a construction contract with Vincor Construction, Inc. for City Hall improvements utilizing Sourcewell competitive government bidding process pursuant to MMC Section 3.20.125 (c);
- 4) Award a construction contract to Leed Electric for necessary electric and building improvements at City Hall;
- 5) Authorize the Director of Recreation and Community Services to review and approve change orders within a 10% contingency of all contract amounts; and
- 6) Authorize the City Manager to execute the contract agreements on behalf of the City.

21. AWARD A CONSTRUCTION CONTRACT FOR CIP #19-51- TAYLOR RANCH GREENSPACE PROJECT TO GREEN GIANT LANDSCAPE, INC.

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a Construction Contract for CIP #19-51 – Taylor Ranch Greenspace Project, RFP #19-51 in the amount of \$1,024,005.90 to Green Giant Landscape, Inc.;
- 2) Authorize the Director of Recreation & Community Services to review and approve change orders within a 10% contingency of the contract amount; and
- 3) Authorize the City Manager to execute the Contract Agreement on behalf of the City.

22. CITY COUNCIL REORGANIZATION RELATED APPOINTMENTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt a resolution designating a member, and an alternate member of the Board of Directors of Sanitation Districts Nos. 2 and 15 of Los Angeles County; and
- 2) Adopt a resolution designating a member, and an alternate member of the Los Angeles County-City Selection Committee.

23. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED DECEMBER 18, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the proposed resolution approving the Warrant Register dated December 18, 2019; and
- 2) Take such additional, related action that may be desirable.

24. APPROVAL OF MINUTES: OCTOBER 23, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approved minutes as written.

24a. PAVING THE WAY PROGRAM - AUTHORIZE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO AGREEMENT NO. 3066 FOR ENGINEERING SERVICES WITH INFRASTRUCTURE ENGINEERS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the Third Amendment to Agreement No. 3066 for Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute the Third Amendment in the amount not to exceed \$895,107 on behalf of the City, as it relates to City's Paving The Way Program ("Paving The Way").

25. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

26. MAYOR PRO TEM COBOS-CAWTHORNE

- a. City Hall Beautification Committee
- b. Clergy Council
- c. Welcome to Montebello Team
- d. Business Watch

27. COUNCILMEMBER JIMENEZ

None.

28. COUNCILMEMBER TORRES

None.

29. COUNCILMEMBER HADJINIAN

None.

30. MAYOR MELENDEZ

None.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

SUBMITTED BY: Joseph A. Palombi, Interim Director of Planning and Community Development

SUBJECT: **PUBLIC HEARING: Ordinance approving General Plan Amendment No. GPA 02-19 and Zone Change No. ZC 02-19 amending the General Plan Land Use Map from Low Density Residential to Boulevard Commercial and the Zoning Map from R-1 Single Family to C-R Commercial Restricted for the property located at 429 North Montebello Boulevard**

DATE: December 18, 2019 (Special Meeting)

RECOMMENDATION

It is recommended that the City Council:

- (1) Adopt a Resolution that would adopt a Negative Declaration for the proposed General Plan Amendment and Zone Change and approving a General Plan Amendment (GPA 02-19) and a Zone Change (ZC 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone at 429 N. Montebello Blvd., Montebello, California 90640 (the "Subject Property");
- (2) Adopt an Ordinance approving General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19), and conduct the 1st Reading of the Draft Ordinance;
- (3) Schedule 2nd Reading of Draft Ordinance for the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) for the next regular scheduled meeting of the City Council.

BACKGROUND

On October 15, 2019 the Planning Commission held a duly noticed public hearing to consider a request by Ms. Sosy Yapoujian (“Applicant”) for a proposed General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) to amend the General Plan land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone for the Applicant’s property located at 429 N. Montebello Blvd., Montebello, California 90640. The Planning Commission took testimony from the Applicant and the public during the above referenced duly noticed Public Hearing. Due to the lack of a majority vote required to take action on a General Plan amendment (Gov. Code, § 65354), the Planning Commission continued the Public Hearing item to the next regularly scheduled meeting.

On November 5, 2019 The Planning Commission considered the continued item and took further testimony and unanimously adopted Planning Commission Resolution No. 39-19 (Please see attachment D) recommending the that the City Council approve the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) to amend the General Plan land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone for the Applicant’s property located at 429 N. Montebello Blvd., Montebello, California 90640.

On December 5, 2019, a Notice of Public Hearing was published in the Whittier Daily News and notices were also mailed to all property owners within a 300-foot radius regarding the proposed General Plan Amendment and Zone Change.

ANALYSIS

The Applicant seeks to establish a professional office use at the Subject Property. The proposed use associated with this request requires the following land use entitlements:

- a. General Plan Amendment - an amendment to the General Plan changing the property at 429 N. Montebello Boulevard land use designation from “Low Density Residential” to “Boulevard Commercial” is required. The City Council may amend the General Plan if it finds that doing so furthers the health, safety, welfare, and conveniences of the public and provided the amendment does not create internal inconsistencies in the General Plan. General Plans may be amended as needed; however no General Plan mandatory element may be amended more frequently than 4 times during any calendar year (Gov. Code, § 65358). The proposed General Plan Amendment under GPA 02-19 affects the Land Use Element, which is a mandatory element.

- b. Zone Change – a zone change that will change the zone from R-1 Single Family to C-R Commercial Restricted shall be required. The City Council has the authority to change a zone if it finds that doing so furthers the health, safety, welfare, and conveniences of the public and provided the zone change does not create internal inconsistencies in the General Plan. The C-R Commercial Restricted Zone is established to provide areas for professional offices and related uses close to residential areas. The C-R Zone permits the development of light traffic generating uses to be located on heavily traveled streets and highway frontages.

The Subject Property is currently developed with a residential use and structure and is surrounded by commercial-zoned properties to the north, east, and west. The proposed changes to the zoning and General Plan under GPA 02-19 and ZC 02-19 will make the Subject Property consistent with the noted commercial properties to the north, east, and west and will not allow residential uses. The proposed General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) will only affect the subject property at 429 N. Montebello Boulevard. The Applicant proposes to convert the existing residential structure into an office use. The proposed amendments will allow professional office use by right at the Subject Property, which is consistent with the intent of the Applicant and the proposed amendments. In addition, the amendments will further the potential to expand the commercial opportunities along the Beverly Boulevard and Montebello Boulevard corridors.

ENVIRONMENTAL ASSESSMENT

The General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) are considered a “project” per the California Environmental Quality Act (CEQA) definition of a “project”. An Initial Study was prepared to analyze potential environmental impacts and found no impacts because no development is a part of this project and any future development or construction will be evaluated for environmental impacts at the time of application therefore, a Negative Declaration was prepared and was circulated for public review and comment from September 26, 2019, to October 15, 2019. As of the writing of this report, no comments have been received in connection with the above referenced Negative Declaration.

FISCAL IMPACT

There is no fiscal impact to the general fund.

SUMMARY

It is recommended that the City Council consider and adopt a Resolution approving a General Plan Amendment (GPA 02-19); consider and approve the proposed Draft Ordinance for General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19); conduct the 1st Reading of the proposed Draft Ordinance; and set the 2nd Reading of the Draft Ordinance for the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19).

ATTACHMENT(S)

- A. Public Hearing Notice
- B. General Plan Land Use Map existing and GPA 02-19
- C. Zoning Map existing and ZC 02-19
- D. Planning Commission staff reports and Resolution from October 15, 2019 and November 5, 2019 and Negative Declaration
- E. Draft City Council Resolution Approving GPA/ZC and Negative Declaration
- F. Draft Ordinance Approving GPA/ZC



**NOTICE OF PUBLIC HEARING
SPECIAL MEETING
CITY OF MONTEBELLO CITY COUNCIL**

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION OF
ENVIRONMENTAL IMPACTS AND A NOTICE OF PUBLIC HEARING ON DRAFT
ORDINANCE APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-10 AND
ZONE CHANGE NO. ZC 02-19 FOR 429 N. MONTEBELLO BOULEVARD**

NOTICE IS HEREBY GIVEN that the Montebello City (the "City") City Council (the "City Council") will be holding a public hearing to consider adoption of a Negative Declaration of environmental impacts and a Draft Ordinance for a General Plan Amendment to change the land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Residential (C-R) zone at 429 N. Montebello Blvd., Montebello, California 90640.

HEARING INFORMATION:

Date: Wednesday, December 18, 2019
Time: 6:30 p.m.
Place: City Council Chambers
Montebello City Hall
1600 W. Beverly Blvd.
Montebello, CA 90640

NOTICE IS FURTHER GIVEN that the Montebello Planning Commission held a regular scheduled meeting on October 15, 2019 and November 5, 2019 respectively and recommended City Council approval of General Plan Amendment No. GPA 02-10 and Zone Change No. ZC 02-19 to amend the existing General Plan Land Use designation of Low Density Residential to Boulevard Commercial and to change the existing zone classification of Single-Family (R-1) zone to Commercial Residential (C-R) zone at 429 N. Montebello Blvd, Montebello, CA 90640.

PROJECT DESCRIPTION AND LOCATION: The City Council will consider adopting an Ordinance approving General Plan Amendment No. GPA 02-19 and Zone Change No. ZC 02-19 for the property located at 429 N. Montebello Blvd., Montebello, CA 90640 (the "Site"). Amending General Plan from Low Density Residential to Boulevard Commercial and changing the zone from Single-Family (R-1) to Commercial Residential (C-R) will would allow the property to be converted to a commercial use and provide the requisite associated parking facilities on the Site.

The Site, which totals 5,062.5 square feet (.12 acres) is currently improved with a 988 square-foot single family residential structure. The General Plan Amendment and Zone Change will for commercial use(s), which will be consistent with the properties to the north, east, and west.

APPLICANT: Yapoujian, Sosy and Sosy Yapoujian Living Trust

ENVIRONMENTAL: Because the proposed project requires approval of the Entitlements, it is a "project" subject to the California Environmental Quality Act (CEQA). A negative declaration was prepared for this project, and notice of intent to adopt the negative declaration for this project was previously provided. The "public review" period, during which the City provided comment/review opportunities on the proposed negative declaration, was September 26, 2019, through October 15, 2019. No public comments were received during the review period.

GENERAL INFORMATION: This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the proposed project may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or City Council regarding this matter are public records and will become part of the City's files and records. A notice of intent to adopt the Negative Declaration was published and posted in advance of the Planning Commission's consideration and recommendation of approval to the City Council of the project.

Please be advised that, pursuant to the California Government Code, the failure of an individual to appear and comment at the hearing, and/or to submit written comments on this matter, may preclude the individual from subsequently bringing a legal challenge to any action taken by the City after the hearing.

Further information is available by contacting the City Clerk at lguzman@cityofmontebello.com or Louis Morales, Planning Consultant at lmorales@cityofmontebello.com.

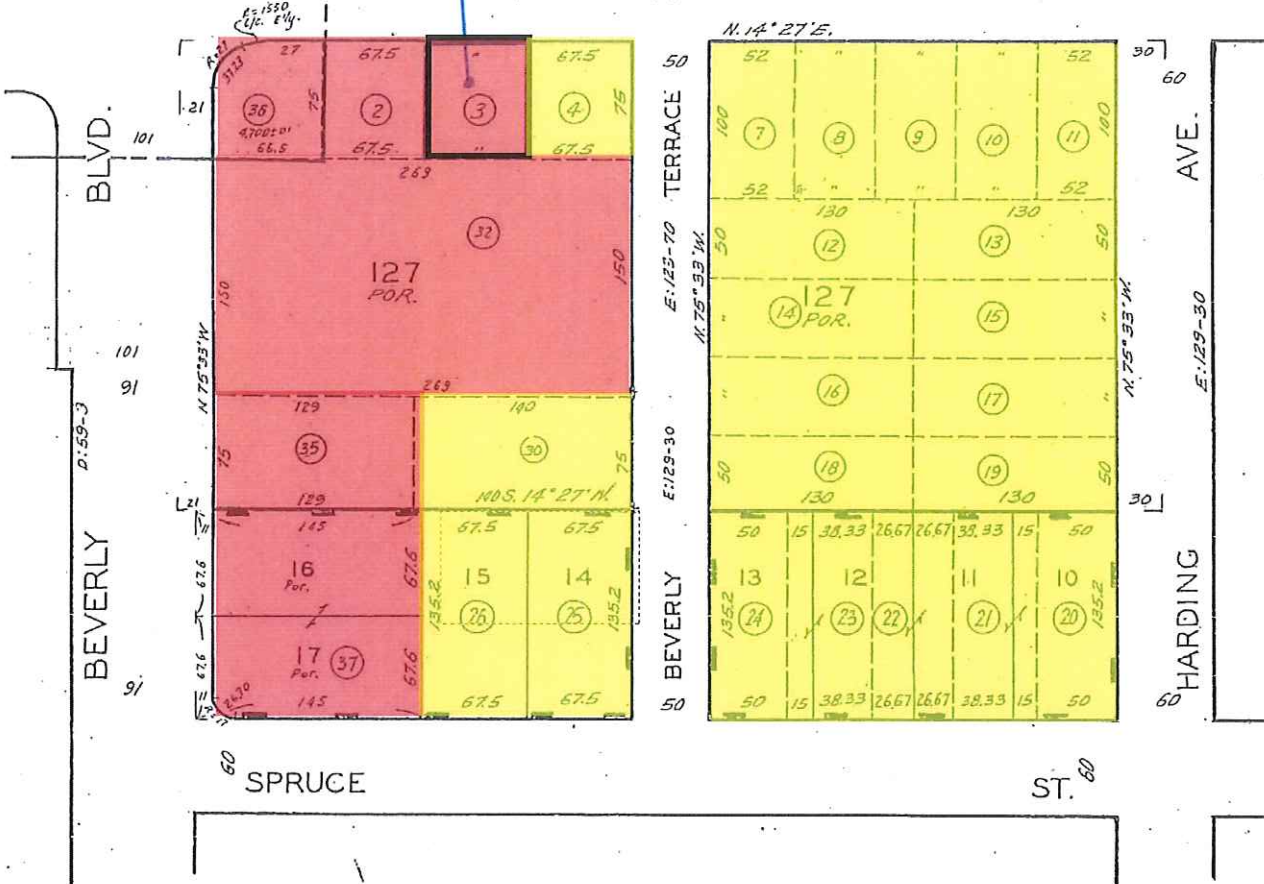
Dated: November 27, 2019
Publish: December 5, 2019

6345 5
SCALE 1" = 80'

6325 6330 2003

MONTEBELLO SITE 429 MONTEBELLO

BLVD.



CODE
6330
6325

MONTEBELLO

M.R.78-19-23

TRACT NO. 11158

M.B.201-48

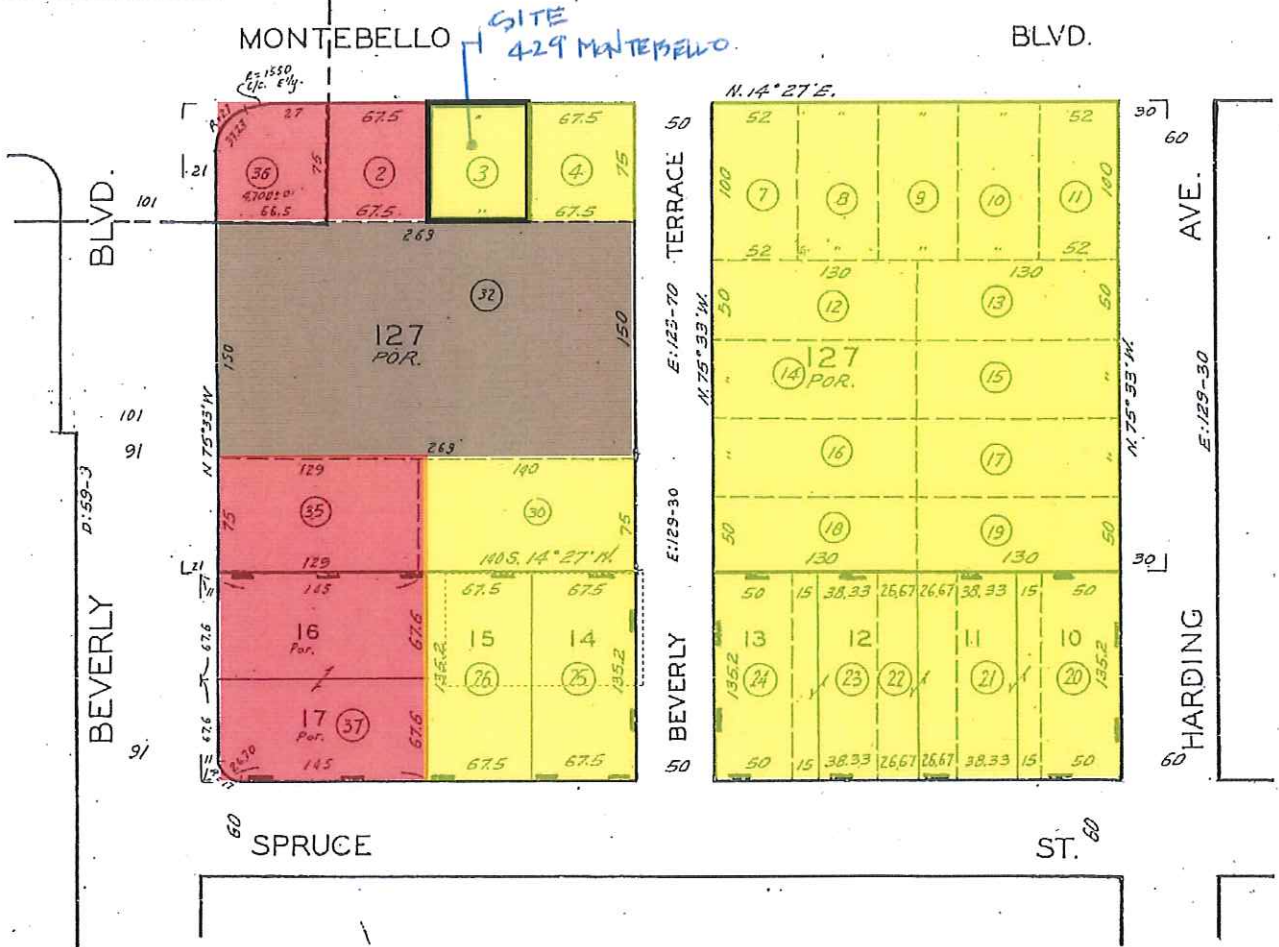
FOR PREV. ASSM'T. SEE: 1209-5

General Plan Amendment No. GPA 02-19

- BC BOULEVARD COMMERCIAL
- LDR LOW DENSITY RESIDENTIAL

6345 5
SCALE 1" = 80'

6325 6330 2003



CODE
6330
6325

FOR PREV. ASSM'T. SEE: 1209-5

MONTEBELLO

M.R.78-19-23

TRACT NO. 11158

M.B.201-48

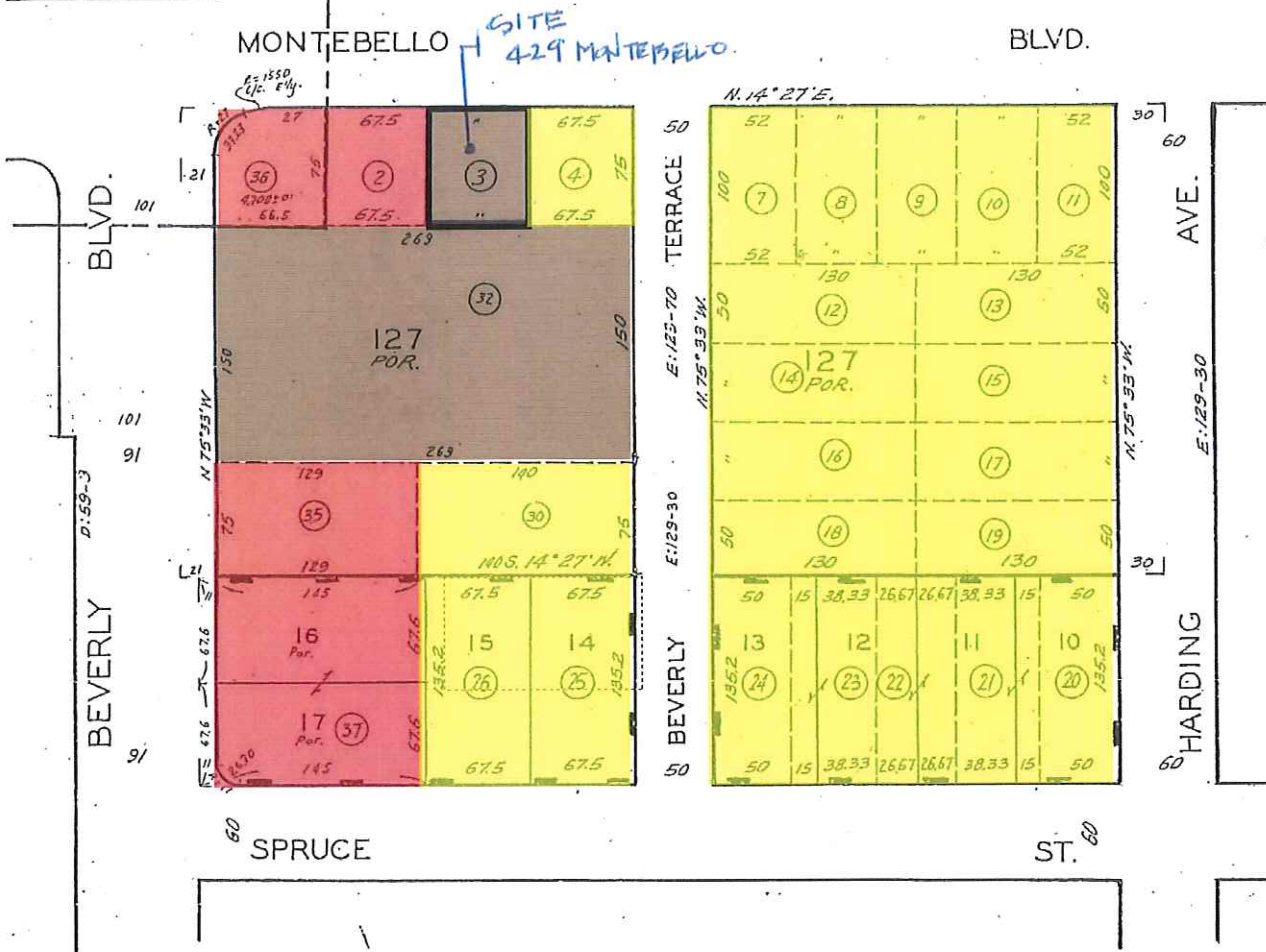
Existing Zone Map

- C-1 NEIGHBORHOOD COMMERCIAL Zone
- R-1 SINGLE-FAMILY Zone
- C-R COMMERCIAL RESTRICTED Zone

6345 5
SCALE 1" = 80'

6325 6330

2003



CODE
6330
6325

MONTEBELLO

M.R. 78-19-23

TRACT NO. 11158

M.B. 201-48

FOR PREV. ASSM'T. SEE: 1209-5

Zone Change No. ZC 02-19

- C-1 NEIGHBORHOOD COMMERCIAL Zone
- R-1 SINGLE-FAMILY Zone
- C-R COMMERCIAL RESTRICTED Zone

Planning Commission Agenda Report

TO: Honorable Chair and Members of the Planning Commission

FROM: Manuel A. Mancha, Community Development Director

SUBJECT: General Plan Amendment (GPA02-19) Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) from R-1 (Single Family Residential) zone to C-R (Commercial Residential) zone for consistency for the property located at 429 North Montebello Boulevard and certify the Negative Declaration.

DATE: November 5, 2019
(Continued from October 15, 2019)

RECOMMENDATION

Adopt Planning Commission Resolution recommending that the City Council conduct a public hearing and approve the General Plan Amendment (GPA02-19) to change the Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) to change the zone from R-1 to C-R for consistency for the property located at 429 North Montebello Boulevard; and certify the Negative Declaration.

BACKGROUND

On October 15, 2019, the Planning Commission reviewed a General Plan Amendment (GPA02-19) to change the Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) to from R-1 to C-R for consistency with adjacent properties located at 429 North Montebello Boulevard; and certifies the Negative Declaration.

During a public hearing, staff presented a staff report and gave a verbal presentation on the proposed amendment. The Planning Commission was also given an opportunity to hear public testimony from five (5) residents on the proposed amendment before making a decision to support or deny the applicant's request.

Upon the staff information and public testimony, the Planning Commission made a motion to approve the GPA and CZ, the motion died for a lack of a second. A second motion was made to deny, it died for a lack of a majority vote (2-1-1-1 vote). Due to a lack of a majority vote, the item must be re-scheduled for the following Planning Commisison meeting in order to get the votes needed to approve or deny the applicant request. The Planning Commission verbally scheduled this item for November 5, 2019 P. C. Meeting.

PROJECT DESCRIPTION

A General Plan Amendment to the Land Use Element Map changing the Land Use Designation from HDR (High-Density Residential) to Boulevard (Commercial) and a Zone Change from R-1 (Single Family Residential) zone and C-R (Commercial Residential) zone for consistency between the General Plan Land Use Map and the Zone Map for the property located at 429 North Montebello Boulevard.

Attachment

D

#8A

DISCUSSION

The proposed General Plan Amendment and Zone Change are in conformance with the General Plan goals to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

The subject property is currently developed with residential use. The properties to the North and East and West are all commercial-zoned properties with commercial development and the subject property with the General Plan Amendment and Zone Change will be consistent. Montebello Boulevard is designed for a high level of traffic that is typically associated with commercial uses. Residential uses are not appropriate for Boulevards; however, the properties to the South have been residential for some time.

AFFECTED PROPERTIES

The zone change affects only (1) one property, located at 429 N. Montebello Boulevard, and done so at the request of the property owner. The other properties within the city block expressed their displeasure when a previous General Plan Amendment and Zone Change was brought forward. In respect of the other properties, no other properties are included in this General Plan Amendment and Zone Change. No other properties are included or affected by this General Plan Amendment and Zone Change.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENT(S)

- DRAFT Resolution
- Staff Report for October 15, 2019

RESOLUTION NO. 39-19

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL
CONDUCT A PUBLIC HEARING AND APPROVE THE GENERAL PLAN
AMENDMENT (GPA02-19) TO CHANGE THE LAND USE
DESIGNATION FROM HIGH-DENSITY RESIDENTIAL TO BOULEVARD
AND ZONE CHANGE (ZC02-19) TO CHANGE THE ZONE FROM R-1
TO C-R FOR CONSISTENCY FOR THE PROPERTY LOCATED AT 429
NORTH MONTEBELLO BOULEVARD, AND CERTIFY THE
NEGATIVE DECLARATION**

WHEREAS, the City has initiated a General Plan Amendment (GPA02-19) Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) from R-1 (Single Family Residential) zone to C-R (Commercial Residential) zone for consistency for the property located at 429 North Montebello Boulevard;

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

WHEREAS, the said project is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, an Initial Study was prepared that analyzed the potential environmental impacts and found no environmental impacts. A Negative Declaration was prepared and circulated for public review from September 26, 2019, to October 15, 2019;

WHEREAS, a Public Hearing Notice was published in the local newspaper (Montebello News) on October 3, 2019, and a Public Hearing Notice was mailed out on October 3, 2019, via the United States Postal Service (USPS);

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

SECTION 1. The foregoing recitals are true and correct and are hereby

incorporated as substantive findings in this Resolution.

SECTION 2. The Planning Commission finds that pursuant to the Guidelines for Implementation of the California Environmental Quality Act, a Negative Declaration has been prepared and circulated for public review between September 26, 2019 to October 15, 2019, and found that the proposed project will not have any impact on the environment because no construction or development is a part of this general plan amendment and zone change and any future construction or development will be analyzed at the time of application for significant environmental impacts.

SECTION 3. The Planning Commission finds that the Public Hearing was properly noticed per the Montebello Municipal Code Section 17.78-030 – Notice of Public Hearing – Publication and Section 17.78.040 – Notice of Public Hearing – Notification of Surrounding Property Owners:

- Published in the local newspaper (Montebello News) on October 3, 2019, providing 12 days prior to the public hearing.
- Public Hearing Notice mailed to a 300-foot radius for both the property owners and property occupants on October 3, 2019 (per the data recorded with the Los Angeles County Assessor Office)

SECTION 4. The Planning Commission finds that the General Plan Amendment and Zone Change are in conformance with the General Plan goals to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

SECTION 5. The Planning Commission finds that the General Plan Amendment and Zone Change affect only one property per the request of the property owner and will not include any other properties because the other properties expressed their displeasure previously and as such are not a part of this General plan Amendment and Zone Change.

SECTION 6. The Planning Commission finds that the General Plan Amendment and Zone Change does not authorize any form of eminent domain and as such no eminent domain is allowed through the General Plan Amendment and Zone Change.

SECTION 7. The Secretary to the Planning Commission shall attest to the adoption of this Resolution and forward the original to the City Clerk.

PASSED, APPROVED AND ADOPTED this 5th day of November 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Manue A. Mancha
Secretary to the Planning Commission

Planning Commission Agenda Report

TO: Honorable Chair and Members of the Planning Commission

FROM: Matthew Feske, Planning Manager

SUBJECT: General Plan Amendment (GPA02-19) Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) from R-1 (Single Family Residential) zone to C-R (Commercial Residential) zone for consistency for the property located at 429 North Montebello Boulevard and certify the Negative Declaration.

DATE: October 15, 2019

RECOMMENDATION

Adopt Planning Commission Resolution recommending that the City Council conduct a public hearing and approve the General Plan Amendment (GPA02-19) to change the Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) to change the zone from R-1 to C-R for consistency for the property located at 429 North Montebello Boulevard; and certify the Negative Declaration.

PROJECT DESCRIPTION

A General Plan Amendment to the Land Use Element Map changing the Land Use Designation from HDR (High-Density Residential) to Boulevard (Commercial) and a Zone Change from R-1 (Single Family Residential) zone and C-R (Commercial Residential) zone for consistency between the General Plan Land Use Map and the Zone Map for the property located at 429 North Montebello Boulevard.

ENVIRONMENTAL

The General Plan Amendment (GPA02-19) and Zone Change (ZC02-19) are considered a "project", per the California Environmental Quality Act definition of a "project". An Initial Study analyzed potential environmental impacts and found no impacts because no development is a part of this project and any future development or construction will be evaluated for environmental impacts at the time of application, therefore a Negative Declaration was prepared and was circulated from September 26, 2019, to October 15, 2019. As the writing of this report, no comments have been received.

NOTICES

A Public Hearing was properly noticed per the Montebello Municipal Code Section 17.78-030 – Notice of Public Hearing – Publication and Section 17.78.040 – Notice of Public Hearing – Notification of Surrounding Property Owners:

1. October 3, 2019 - Published in the local newspaper (Montebello News), providing 12

days prior to the public hearing.

2. October 3, 2019 - Public Hearing Notice mailed to a 300-foot radius for both the property owners and property occupants. The property ownership and property occupant information are per the data recorded with the Los Angeles County Assessor Office.

As the writing of this report, one comment was received by email (attached)

SURROUNDING LAND USE

Direction	Zone	Land Use
North	C-2 (General Commercial)	Commercial
South	R-1 (Single-Family Residential)	Residential
West	R-1 (Single-Family Residential) C-1 (General Commercial)	Residential Commercial/Multi-Family Residential
East	R-3 (Multiple-Family Residential) C-2 (Commercial)	Multi-Family Residential Commercial/Offices

ANALYSIS

The proposed General Plan Amendment and Zone Change are in conformance with the General Plan goals to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

The subject property is currently developed with residential use. The properties to the North and East and West are all commercial-zoned properties with commercial development and the subject property with the General Plan Amendment and Zone Change will be consistent. Montebello Boulevard is designed for a high level of traffic that is typically associated with commercial uses. Residential uses are not appropriate for Boulevards, however the properties to the South have been and are residential and will remain residential.

AFFECTED PROPERTIES

The zone change affects only one property, located at 429 N. Montebello Boulevard, and at the request of the property owner. The other properties within the city block expressed their displeasure when a previous General Plan Amendment and Zone Change was brought forward. In respect of the other properties, no other properties are included in this General Plan Amendment and Zone Change. No other properties are included or affected by this General Plan Amendment and Zone Change.

EMINENT DOMAIN

At previous Planning Commission meetings, eminent domain was raised as a question and concern when it came to General Plan Amendment and/or Zone Change proposals.

A General Plan Amendment does not and cannot authorize the City to use eminent domain.

A Zone Change does not and cannot authorize the City to use eminent domain.

Should the City desire to consider eminent domain, the City would have to have the approval by the vote of the citizens of Montebello.

The proposed General Plan Amendment and Zone Change is not any form of eminent domain.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENT(S)

- DRAFT Resolution
- Public Hearing Notice
- Notice of Intent, Initial Study, and Negative Declaration

RESOLUTION NO. 39-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL CONDUCT A PUBLIC HEARING AND APPROVE THE GENERAL PLAN AMENDMENT (GPA02-19) TO CHANGE THE LAND USE DESIGNATION FROM HIGH-DENSITY RESIDENTIAL TO BOULEVARD AND ZONE CHANGE (ZC02-19) TO CHANGE THE ZONE FROM R-1 TO C-R FOR CONSISTENCY FOR THE PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD, AND CERTIFY THE NEGATIVE DECLARATION.

WHEREAS, the City has initiated a General Plan Amendment (GPA02-19) Land Use Designation from High-Density Residential to Boulevard and Zone Change (ZC02-19) from R-1 (Single Family Residential) zone to C-R (Commercial Residential) zone for consistency for the property located at 429 North Montebello Boulevard;

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

WHEREAS, the said project is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, an Initial Study was prepared that analyzed the potential environmental impacts and found no environmental impacts. A Negative Declaration was prepared and circulated for public review from September 26, 2019, to October 15, 2019;

WHEREAS, a Public Hearing Notice was published in the local newspaper (Montebello News) on October 3, 2019, and a Public Hearing Notice was mailed out on October 3, 2019 via the United States Postal Service (USPS);

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

SECTION 1. The foregoing recitals are true and correct and are hereby

incorporated as substantive findings in this Resolution.

SECTION 2. The Planning Commission finds that pursuant to the Guidelines for Implementation of the California Environmental Quality Act, a Negative Declaration has been prepared and circulated for public review between September 26, 2019 to October 15, 2019, and found that the proposed project will not have any impact on the environment because no construction or development is a part of this general plan amendment and zone change and any future construction or development will be analyzed at the time of application for significant environmental impacts.

SECTION 3. The Planning Commission finds that the Public Hearing was properly noticed per the Montebello Municipal Code Section 17.78-030 – Notice of Public Hearing – Publication and Section 17.78.040 – Notice of Public Hearing – Notification of Surrounding Property Owners:

- Published in the local newspaper (Montebello News) on October 3, 2019, providing 12 days prior to the public hearing.
- Public Hearing Notice mailed to a 300-foot radius for both the property owners and property occupants on October 3, 2019 (per the data recorded with the Los Angeles County Assessor Office)

SECTION 4. The Planning Commission finds that the General Plan Amendment and Zone Change are in conformance with the General Plan goals to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

SECTION 5. The Planning Commission finds that the General Plan Amendment and Zone Change affect only one property per the request of the property owner and will not include any other properties because the other properties expressed their displeasure previously and as such are not a part of this General plan Amendment and Zone Change.

SECTION 6. The Planning Commission finds that the General Plan Amendment and Zone Change does not authorize any form of eminent domain and as such no eminent domain is allowed through the General Plan Amendment and Zone Change.

SECTION 7. The Secretary to the Planning Commission shall attest to the adoption of this Resolution and forward the original to the City Clerk.

PASSED, APPROVED AND ADOPTED this 15th day of October 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission

**NOTICE OF INTENT TO ADOPT
NEGATIVE DECLARATION**

**NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO PLANNING COMMISSION**

CORRECTED

**General Plan Amendment (GPA012-19) and Zone Change (ZCA02-19)
429 North Montebello Boulevard**

Project Description: A General Plan Amendment (GPA02-19) to change the Land Use Designation from HDR (High Density Residential) to BLVD (Commercial Boulevard) and Zone Change (ZC02-19) from R-1 (Residential) to C-R (Commercial Residential) of the property located at 429 North Montebello Boulevard for consistency with the surrounding properties. No property or building modifications are a part of this zone change.

Environmental: An Initial Study recommending a Negative Declaration has been prepared and posted. The General Plan Amendment and Zone Change will have No Impact because no construction or development is a part of the General Plan Amendment and Zone Change. Any future development or construction will be analyzed for environmental impacts at the time of application. The 20-day public review period for the Initial Study of Environmental Impacts and Negative Declaration begins September 26, 2019, and ends October 15, 2019. Comments on the project and the related documents may be received in writing during this period and orally at the public hearing.

NOTICE IS HEREBY GIVEN that the City of Montebello Planning Commission will hold a public hearing on the Initial Study, Negative Declaration and proposed. The meeting is scheduled on:

Date: Tuesday, October 15, 2019
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello Planning Commission at the Planning Division office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

Contact Person: Matthew Feske
Phone: 323.887.1200 **Fax:** 323.887.1488
Email: mfeske@cityofmontebello.com
Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.cityofmontebello.com

CITY OF MONTEBELLO

Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

INITIAL STUDY OF ENVIRONMENTAL IMPACTS ENVIRONMENTAL CHECKLIST FORM

1. Project Title:
Zone Change (ZC02-19)
2. Lead Agency Name and Address:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
3. Contact Person and Phone Number:
Matthew Feske
323-887-1200
4. Project Location:
The property 429 North Montebello Boulevard, Montebello, CA 90640
5. Project Sponsor's Name and Address:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
6. General Plan Designation:
HDR (High Density Residential)
7. Zoning:
R-1 (Single-Family Residential)
8. Description of Project:
A General Plan Amendment (GPA02-19) to change the Land Use Designation from HDR (High-Density Residential) to BLVD (Commercial Boulevard) and Zone Change (ZC02-19) from R-1 (Residential) to C-R (Commercial Residential) of the property located at 429 North Montebello Boulevard for consistency with the surrounding properties. No property or building modifications are a part of this zone change.
9. Surrounding Land Uses:
Zoning
North: C-2 (Commercial)

South: R-1 (Single-Family Residential)
East: C-2 (Commercial)
West: C-R (Commercial-Residential)

10. *Land Use*

North: BLVD (Commercial Boulevard)
South: LDR (Low-Density Residential)
East: BLVD (Commercial Boulevard)
West: HDR (High-Density Residential)

11. Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

NONE

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture Resources		Air Quality
	Biological Resources		Cultural Resources		Geology/Soils
	Greenhouse Gas Emissions		Hazardous & Hazardous Materials		Hydrology/Water Quality
	Land Use/Planning		Mineral Resources		Noise
	Population		Public Services		Recreation
	Transportation/Traffic		Utilities/Service Systems		Mandatory Findings of Significance

Determination:

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Prepared by:

 ^{Feske MF}
Signature

9/24/19
Date

Matthew Feske, Planning Manager
Printed Name

Evaluation of Environmental Impacts:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," maybe cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVII at the end of the checklist.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X
Discussion: a. <u>No Impact.</u> The proposed general plan amendment and zone change is not within a known or identified scenic vista. b. <u>No Impact.</u> There are no state or county scenic highways in the City of Montebello. c. <u>No Impact.</u> The proposed general plan amendment and zone change will not degrade the existing visual character or quality of the site and its surroundings because there is not a proposed development with the zone change. Any future developments will be analyzed at the time of application. d. <u>No Impact.</u> The proposed general plan amendment and zone change do not include any lighting.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE RESOURCES. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Involve other changes in the existing environment that, due to their location or nature, could result in the conversion of Farmland to non-agricultural use?				X

Discussion:**a. No Impact.**

No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance will be converted to a non-agricultural use because no farmland exists on-site and no farmland is within proximity to the subject site.

b. No Impact.

The proposed general plan amendment and zone change will not conflict with existing zoning for agricultural uses because the project site and surrounding area are not used for agricultural purposes and there is no conflict to the Williamson Act because no portion of the project site is within an agricultural zone.

c. No Impact.

The proposed general plan amendment and zone change are not located in or adjacent to any agricultural land.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?				X
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?				X
d. Expose sensitive receptors to substantial pollutant concentrations?				X
e. Create objectionable odors affecting a substantial number of people?				X
Discussion:				
a. – e. <u>No Impact.</u>				
The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X

c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation?				X

Discussion:

a. - f. **No Impact.**

The proposed general plan amendment and zone change is located in a developed, urbanized area that has been developed with commercial and residential land uses and no development is a part of the zone change. Any future proposed development will be analyzed at that time for any impacts. There are not any federally protected wetlands as defined by Section 404 of the Clean Water Act on the subject site or in the vicinity. Further, the proposed would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. Moreover, the proposed will not conflict with any local policies or ordinances protecting biological resources, provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d. Disturb any human remains, including those interred outside of formal cemeteries?				X

Discussion:

a. - d. **No Impact**

The proposed general plan amendment and zone change do not include any development.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving (see items I through iv below):				

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b. Result in substantial soil erosion or the loss of topsoil?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
Discussion: a. – d. No Impact The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?				X
Discussion: a. – b. No Impacts. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
Discussion: a.- h. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HYDROLOGY AND WATER QUALITY. Would the project:				
a. Violate any water quality standards or waste discharge requirements?				X
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?				X
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?				X

e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f. Otherwise substantially degrade water quality?				X
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?				X
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j. Inundation of seiche, tsunami, or mudflow?				X
Discussion: a. - j. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				X
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
Discussion: a.- c. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
X. MINERAL RESOURCES. Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land-use plan?				X
Discussion: a. - b. No Impact. The proposed is located in a developed urbanized area and has partially been developed with residential use for many years and does not contain any known mineral resources that will be of value to the region and the residents of the State as a whole.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
Discussion: a. and f. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. POPULATION AND HOUSING. Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c. Displace substantial number of people, necessitating the construction of replacement housing elsewhere?				X
Discussion: a. – c. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. PUBLIC SERVICES.				

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X
Other public facilities?				X
Discussion: a. Fire Protection: No Impact The proposed general plan amendment and zone change do not include any development. Police Protection: No Impact The proposed general plan amendment and zone change do not include any development. Schools: No Impact The proposed general plan amendment and zone change do not include any development. Parks and other Public Facilities: No Impact The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. RECREATION.				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X
Discussion: a. - b. No Impact. The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. TRANSPORTATION/TRAFFIC. Would the project:				
a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio or roads, or congestion at intersections)?				X

b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e. Result in inadequate emergency access?				X
f. Result in inadequate parking capacity?				X
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus, turnouts, bicycle racks)?				X
Discussion: a. – g. No Impact The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing significant environmental effects?				X
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g. Comply with federal, state, and local statutes and regulations related to solid waste?				X
Discussion: a.- g. No Impact The proposed general plan amendment and zone change do not include any development.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>XVII. MANDATORY FINDINGS OF SIGNIFICANCE</i>				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
b. Does the project have impacts that are individually limited, but cumulatively considerable" ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X
<i>Discussion:</i> a.- c. <u>NO IMPACT</u> <i>The proposed general plan amendment and zone change do not include any development.</i>				

INITIAL STUDY REFERENCE DOCUMENTS

1. CEQA Air Quality Handbook, South Coast Air Quality Management District, revised 1993
2. FEMA Flood Insurance Rate Map, the City of Montebello, Community Panel Number 060141-0002C, Panel 2 of 2, January 2002
3. City of Montebello General Plan
4. Montebello Municipal Code

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A GENERAL PLAN AMENDMENT (GPA 02-19), ZONE CHANGE (ZC 02-19), AND ADOPTING AND CERTIFYING THE CEQA NEGATIVE DECLARATION, AMENDING THE GENERAL PLAN LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND ZONE CHANGE TO CHANGE THE ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY ZONE TO C-R COMMERCIAL RESIDENTIAL ZONE FOR PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD (APN 6345-005-003)

WHEREAS, the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) application has been received and accepted;

WHEREAS, the General Plan Amendment (GPA 02-19) would change the Land Use Designation from Low Density Residential to Boulevard Commercial and the Zone Change (ZC 02-19) will change the zoning classification from R-1 Single Family to C-R Commercial Residential for the property located at 429 N. Montebello Boulevard;

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

WHEREAS, the said project is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, On September 26, 2019, the General Plan Amendment (GPA 02-19) and related Zone Change's (ZC 02-19) Negative Declaration was posted for a 20-day review. The documents were made available for public review and inspection during the City's normal business hours at the City of Montebello's Planning Division located at 1600 West Beverly Boulevard, Montebello, CA 90640;

WHEREAS, During the 20-day public review period, the Planning Division received no comments regarding the proposed General Plan Amendment (GPA 02-19) from Low Density residential to Boulevard Commercial and proposed Zone Change (ZC 02-19) from R-1 Single-Family to C-R Commercial Residential for the property located at 429 N. Montebello Boulevard;

WHEREAS, on November 5, 2019, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 39-19 recommending that the City Council approve the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19);

WHEREAS, on December 18, 2019 the City Council held a duly noticed public hearing, at which the City Council received and considered staff presentation, recommendations, public testimony, and all other matter presented at the public hearing

and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the City Council of the City of Montebello resolves that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares the foregoing are true and correct, and incorporates said recitals fully into this Resolution as substantive findings.

SECTION 2. CEQA. That the City Council makes such findings and adopts and certifies a CEQA Negative Declaration, in accordance with CEQA Guidelines.

SECTION 3. GENERAL PLAN AMENDMENT AND ZONE CHANGE. The City Council hereby approves the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) based on the following findings of fact.

- a. The Zone Change would be in compliance with the Montebello Municipal Code Section 17.76.010 – Authority. The City may change the zoning designation on a property when doing so would be in the best interest, convenience and necessity and is in the best interest of the City in achieving the goals and policies of the General Plan.
- b. The General Plan is being considered under Government Code Article 6. Preparation, Adoption, and Amendment of the General Plan § 65350 – 65362.

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official General Plan Land Use Map and Zoning Map and amend the General Plan Map from Low Density residential to Boulevard Commercial and Zoning Map from R-1 Single-Family to C-R Commercial Residential for the property located at 429 N. Montebello Boulevard.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Resolution 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 Resolution, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon approval by the City Council.

PASSED, APPROVED, AND ADOPTED this 18TH day of December,
2019.

, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AMENDING THE GENERAL PLAN LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND ZONE CHANGE NO. ZC 02-19 CHANGING THE ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY ZONE TO C-R COMMERCIAL RESIDENTIAL ZONE FOR PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD (APN 6345-005-003)

WHEREAS, the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) application has been received and accepted;

WHEREAS, the General Plan Amendment and Zone Change would allow commercial use and consistency for the property located at 429 North Montebello Boulevard;

WHEREAS, on November 5, 2019, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 39-19 recommending that the City Council approve the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19);

WHEREAS, on December 18, 2019, the City Council held a duly noticed public hearing at which time it considered all evidence presented, both written and oral;

WHEREAS, all other prerequisites to the adoption of this Ordinance have occurred; and

NOW, THEREFORE, The City Council of the City of Montebello ordains that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares the foregoing are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. CEQA. On September 26, 2019, the General Plan Amendment (GPA 02-19) and related Zone Change's (ZC 02-19) Negative Declaration was posted for a 20-day review. The documents were made available for public review and inspection during the City's normal business hours at the City of Montebello's Planning Division located at 1600 West Beverly Boulevard, Montebello, CA 90640. During the 20-day public review period, the Planning Division received no comments regarding the proposed General Plan Amendment from Low Density residential to Boulevard Commercial and proposed Zone Change from R-1 Single-Family to C-R Commercial Residential for the property located at 429 N. Montebello Boulevard.

SECTION 3. GENERAL PLAN AMENDMENT AND ZONE CHANGE. The City Council hereby approves the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) based on the following findings of fact.

- a. The Zone Change would be in compliance with the Montebello Municipal Code Section 17.76.010 – Authority. The City may change the zoning designation on a property when doing so would be in the best interest, convenience and necessity and is in the best interest of the City in achieving the goals and policies of the General Plan.
- b. The General Plan is being considered under Government Code Article 6. Preparation, Adoption, and Amendment of the General Plan § 65350 – 65362.

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official General Plan Land Use Map and Zoning Map and amend the General Plan Map from Low Density residential to Boulevard Commercial and Zoning Map from R-1 Single-Family to C-R Commercial Residential for the property located at 429 N. Montebello Boulevard.

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

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

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this ____ day of January, 2020.

, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

SUBMITTED BY: Joseph A. Palombi, Interim Director of Planning & Community Development

SUBJECT: **PUBLIC HEARING: Appeal of a Planning Commission decision of denial of Condition Use Permit No. CUP 24-19 to allow alcohol sales (Type 20 License) within a proposed convenience store located at 2900 West Beverly Blvd., Suite A&B.**

DATE: December 18, 2019 (Special Meeting)

RECOMMENDATION:

It is recommended that the City Council take one of the following actions;

- (1) Conduct a Public Hearing and consider staff presentation, public testimony, and all matters presented at the public hearing and uphold the Planning Commission denial of CUP 24-19 and direct staff to bring back a City Council Resolution containing findings supporting and upholding the Planning Commission's denial of CUP 24-19;
- (2) Conduct a Public Hearing and consider staff presentation, public testimony, and all matters presented at the public hearing and overturn the Planning Commission decision to deny CUP 24-19 and direct staff to bring back a City Council Resolution containing findings supporting the approval of CUP 24-19; or
- (3) Take such additional, related, action that may be desirable.

BACKGROUND

On August 6, 2019, the Planning Commission held a duly noticed public hearing and considered the proposed Conditional Use Permit application (CUP 24-19) that would allow for the off-premise sale of beer and wine (Type 20 License) at a proposed 7-Eleven convenience store at 2900 West Beverly Blvd (the "Subject Property") within the General Commercial (C-2) Zone. The Planning Commission concluded to deny the proposed application and established certain findings for denial for CUP 24-19, as

outlined in Planning Commission approved Resolution No. 37-19.

On November 27, 2019, 7-Eleven, LLC (the “Applicant”) filed an appeal of the Planning Commission’s denial of CUP 24-19 and is requesting the City Council overturn the Planning Commission’s decision of denial.

On December 5, 2019, a notice of Public Hearing was published in the Whittier Daily News and notices were also mailed to all property owners within 300 feet of the proposed business location (Please see Attachment A).

DISCUSSION

The Subject Property is approximately 16,184 square feet and is located in the C-2 Zone with a General Plan Land Use Designation of Boulevard Commercial. The Subject Property is improved within an existing 6,900 square-foot multiple tenant building. The Applicant proposes a 2,892 square-foot 7-Eleven convenience store that will be located within two of the existing vacant spaces at the multi-tenant center and the Applicant submitted a Conditional Use Permit application (CUP 24-19) that would allow for the off-premise sale of beer and wine (Type 20 License) in connection with the operation of the proposed convenience store.

At the August 6, 2019 Planning Commission meeting staff presented the staff report with a recommendation of approval and included a draft Resolution to approve CUP 24-19 (Please see Attachment B). The Planning Commission opened the public hearing and took testimony from the Applicant and the public. The Planning Commission raised questions about parking and distant requirements for similar or like uses that had off-premise sale of alcohol. Staff mentioned that the only limitation or restriction for alcohol licenses was the number within a census tract and the City has not surpassed the threshold limit for the current census tract (See Attachment C). The Planning Commission subsequently closed the public hearing, deliberated, and expressed concern regarding alcohol sales at the proposed location and the lack of on-site parking. After discussion, the Planning Commission voted 4-0 in favor of denying the CUP application, with 1 Commissioner absent (See Attachment D).

FISCAL IMPACT

There is no fiscal impact to the General Fund

ATTACHMENT(S)

- A. Public Hearing Notice
- B. Planning Commission Packet dated August 6th, 2019
- C. Planning Commission Minutes of August 6th, 2019 Planning Commission Meeting
- D. Planning Commission Denial Resolution No. 37-19



**NOTICE OF PUBLIC HEARING
SPECIAL MEETING
CITY OF MONTEBELLO CITY COUNCIL**

**NOTICE TO CONSIDER AN APPEAL OF PLANNING COMMISSION DECISION OF DENIAL
OF A CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT 2900 WEST BEVERLY
BOULEVARD**

NOTICE IS HEREBY GIVEN that the Montebello City (the "City") City Council (the "City Council") will hold a public hearing to consider an appeal submitted by 7-Eleven, Inc. of the Planning Commission's decision of denial of CUP 24-19 that would allow the off-premise sale of beer and wine (Type 20 License) at 2900 West Beverly Boulevard, Montebello, CA 90640.

HEARING INFORMATION:

Date: Wednesday, December 18, 2019
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

PROJECT DESCRIPTION AND LOCATION: The City Council will consider the appeal of Planning Commission's decision of denial of Conditional Use Permit application (CUP 24-19) that would allow the off-premise sale of beer and wine (Type 20 License) at a proposed 7-Eleven convenience store at 2900 West Beverly Boulevard (APN 5267-027-029) within the General Commercial (C-2) zone.

APPLICANT: 7-Eleven, Inc.

OWNER: Alina, LLC

ENVIRONMENTAL: The proposal is considered a "Project" and is categorically exempt under the California Environmental Act (CEQA) Section §15301(Existing Facilities) and was published and posted in advance of the Planning Commission's consideration of the project.

GENERAL INFORMATION: This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the proposed project may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or City Council regarding this matter are public records and will become part of the City's files and records.

Please be advised that, pursuant to the California Government Code, the failure of an individual to appear and comment at the hearing, and/or to submit written comments on this matter, may preclude the individual from subsequently bringing a legal challenge to any action taken by the City after the hearing. Further information is available by contacting the City Clerk at lguzman@cityofmontebello.com or Michael Donovan in the Planning Division at mdonovan@cityofmontebello.com.

Dated: November 27, 2019
Publish: December 5, 2019



STAFF REPORT

Public Hearing 8B

TO: Honorable Chair and Planning Commissioners

DATE: August 6, 2019

FROM: Matthew Feske, Planning Manager

BY: Michael Donovan, Planning Intern

SUBJECT: Conditional Use Permit (CUP24-19) application to allow alcohol sales (Type 20 License) within a convenience store located at 2900 West Beverly Blvd., Suite A&B.

RECOMMENDATION:

Conduct a public hearing and upon conclusion adopt a Resolution approving Conditional Use Permit (CUP24-19) with conditions to allow alcohol sales (Type 20 License) within a new store located at 2900 West Beverly Boulevard., Suite A&B.

PROJECT/APPLICANT INFORMATION

Project Location: 2900 West Beverly Boulevard., Suite A - B

Project Applicant: 7-Eleven, Inc.

Property Owner: Alina, LLC

General Plan Designation: Commercial Boulevard

Zoning: C-2 (General Commercial)

Existing Use on Property: Multi-tenant building

SURROUNDING LAND USE

Direction	Zone	Land Use
North	C-2	Commercial/Retail/Restaurants
South	C-2	Commercial/Retail/Restaurants
East	R-3	Multiple Family Residential
West	C-2	Commercial/Retail/Restaurants

BACKGROUND

The project site is located within the C-2 (General Commercial) zone. The project site is improved within an existing multiple tenant building.

The applicant proposes to sell alcohol which requires a Conditional Use Permit and the license

ITEM # 8B

Attachment

B

type 20 for the off-sale of beer and wine will be reviewed and issued by the California State agency, Department of Alcohol and Beverage Control (ABC).

ANALYSIS

GENERAL PLAN

The proposed project conforms with the Montebello General Plan, Land Use Element in that the proposed use will provide additional amenities for an existing business that will increase the taxable revenue from these properties to the City.

Goal #1: [T]o Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Objective #3: "cluster" type commercial development is preferential to proliferation of strip commercial. Commercial Policy #4: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.

MONTEBELLO MUNICIPAL CODE (MMC)

Pursuant to Section 17.61.030 of the Montebello Municipal Code, Conditional Use Permit approval is required for the sale of alcohol. The said code section states, "....no place where alcohol beverages are sold, served or given away as a normal course of business for on-sale consumption, shall be established without first obtaining a conditional use permit from the city of Montebello." The proposed alcohol sales would be an ancillary use to the existing restaurant use, and alcohol sales would be permitted with a Conditional Use Permit.

ALCOHOL BEVERAGE CONTROL (ABC)

ABC – Number of Licenses Authorized by Census Tract									
County Name	Population	Ratio On Sale	Ratio Off Sale	Census Tract #	Census Tract Population	On Sale	Off Sale	Existing On Sale	Existing Off Sale
Los Angeles	10,283,729	987	1618	5302.02	4063	4	2	3	1

- Public Hearing Noticing was published in the newspaper on July 25, 2019;
- Public Hearing Notice was mailed on July 25, 2019:
 - Mailed to occupants of buildings within five hundred feet of the site boundaries; and
 - Mailed to all property owners within three hundred feet of the site boundaries.

Staff has not received any public comments regarding the project, as of the writing of this report.

FISCAL IMPACT

None

ATTACHMENT(S)

- A. Draft Resolution
- B. Public Hearing Notice

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. ##-19

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING A CONDITIONAL USE PERMIT (CUP24-19) TO ALLOW THE SALES OF ALCOHOL (TYPE 20 LICENSE) WITHIN A NEW CONVENIENCE STORE LOCATED AT 2900 WEST BEVERLY BOULEVARD, SUITE A-B.

WHEREAS, a Conditional Use Permit (CUP24-19) application has been received and accepted;

WHEREAS, the Conditional Use Permit would allow sales of alcohol (type 20 License) within a new convenience store located at 2900 West Beverly Boulevard, Suite A-B;

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

WHEREAS, the Conditional Use Permit (CUP24-19) is considered a "project," as per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301, Class 1 (Existing Facilities); and

WHEREAS, a duly notice public hearing on the proposed Project has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter; and

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

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

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

SECTION 2. The Planning Commission approves and adopts a CEQA Categorical Exemption, Class 1 ("Existing Facilities") for the Project, in accordance with CEQA Guidelines Section 15301, based on the following findings:

1. The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designations and regulations. No General Plan Amendment or Zone Change will be required to accommodate the proposed Project; and
2. The Project involves negligible expansion of use to the current restaurant use and no expansion of the physical structure or floor area in which the use is operating.

SECTION 3: That the Planning Commission hereby finds and declares as follows:

1. The proposed use conforms with the City of Montebello General Plan Land Use Element, Goal 1, "[T]o formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective #3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need," and Commercial Policy #4. "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; because the Project site is fully developed for restaurant use, and the Project will occupy the existing commercial space and provide a service to the community while bringing tax revenues to the City.
2. Pursuant to Montebello Municipal Code, Title 17, Section 17.61.050, the proposed Project:
 - a. Is consistent with the purposes and intent of Chapter 17.61 – Alcoholic Beverage Establishments – of the Montebello Municipal Code;
 - b. Would not adversely affect the general welfare of the surrounding property owners;
 - c. Would not result in an undesirable concentration of premises for the sale of alcoholic beverages in the area in light of the findings set forth below;
 - d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;
 - e. Would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors); and

- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

SECTION 4. The Planning Commission finds and declares that the foregoing conditions of approval are necessary and appropriate, and therefore adopts and imposes such conditions on the Project:

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
3. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP24-19).
4. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP24-19) if sufficient cause is given.
5. Any change in ownership, lease and/or any other change should be given written notice to the Director of Planning and Community Development prior to the change.
6. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
7. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

8. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
9. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
10. The property owner shall have all graffiti on-site removed within 24 hours of its appearance.
11. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents because of lights, noise, activities, parking or other actions.
12. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
13. No loitering in the parking area and shall control noisy patrons leaving the location. Signs shall be posted notifying customers of the courtesy to adjacent residential uses. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
14. All business operators shall take the necessary steps to assure the orderly conduct of employees, patrons, and visitors on the premises.
15. The establishment shall maintain all required permits and/or licenses for the sale of beer and wine in good standing.
16. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
17. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
18. The approval of this Conditional Use Permit (CUP24-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of an ABC license to the applicant.
19. The approval of this Conditional Use Permit (CUP24-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

20. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
21. The premises shall be kept clean, and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.
22. If at any time, a litter problem arises, the Director of Planning and Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
23. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
24. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
25. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
26. No pay telephone(s) on the exterior of the premises.
27. Exterior storage of any kind shall be prohibited.
28. No alcohol shall be consumed on the premises.
29. That no signs shall be installed on the site until a sign permit has been issued
30. The Planning Commission and the City Council on appeal shall have the right to impose additional conditions for the protection of the public health, safety, and welfare.
31. The following Mandatory Conditions of Approval for on-sale alcoholic beverage establishments (Section 17.61.080) shall be met, where applicable to the said use.

- a. Any off-sale alcoholic beverage establishments seeking to sell or store motor fuels on the same premises as alcoholic beverages shall comply with the following conditions:
- b. No beer or wine shall be displayed within five feet of the cash register or the front door unless it is in a permanently affixed cooler.
- c. No advertisements of alcoholic beverages shall be displayed at motor fuel islands and no self-illuminated advertising for alcoholic beverages shall be located on buildings or windows.
- d. No sale of alcohol beverages shall be made from a drive-up window.
- e. No display or sale of beer or wine shall be made from an ice tub.
- f. Employees on duty between the hours of ten p.m. and two a.m. shall be at least twenty-one years of age to sell beer and wine.
- g. The permittee at all times shall comply with all terms and provisions of the license issued by the State Department of Alcoholic Beverage Control and/or the terms and provisions of the Alcoholic Beverage Control Act.
- h. No sale of single containers of beer and/or wine coolers shall be made.
- i. In addition to the conditions enumerated above, additional conditions may be imposed by city staff.
- j. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
- k. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

- l. The sorting of empty bottles and other recyclable products shall be limited to the hours between eight a.m. to nine p.m. daily.
 - m. That the sale of alcoholic beverages for consumption on premises shall be prohibited and appropriate posting of signs stating that drinking on the premises is prohibited by law shall be posted both inside and outside the establishment. The premises shall include the establishment proper and/or the appurtenant common area if located in a commercial center.
 - n. That special security measures such as burglar alarm systems as specified by the police department may be required.
 - o. That exterior public telephones that permit incoming calls may not be located on the premises.
 - p. That exterior storage of any kind shall be prohibited.
 - q. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
 - r. That paper or plastic cups shall not be sold or given away in quantities less than their usual and customary packaging.
 - s. That no signs shall be installed on the site until a sign permit has been approved by the building and safety division and the planning department in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.
32. Per Section 9.04.010 of the Montebello Municipal Code, no person shall drink any intoxicating liquor in or upon any public street or public place within the city. Signs shall be posted on the premises both inside and outside, citing Section 9.04.010 of the Montebello Municipal Code.
33. Premises shall be kept clean and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.
34. The management of any establishment selling alcohol shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors on the premises.
35. The owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.

36. No person shall sell alcoholic beverages for on-premises consumption if there has been any lapse or breach in the good standing of any one or more of the permits and/or licenses required for such sale.
37. In addition to the conditions enumerated above, any other condition may be imposed by city staff.
38. There shall be no exterior advertising of any kind or interior window signage visible from the exterior, advertising the sale of alcoholic beverages.
39. No alcoholic beverages shall be stored, maintained, displayed or sold from an ice tub.
40. Beer, malt liquor, wine cooler and any other similar type of alcoholic beverage shall be sold and purchased in minimum quantities of 6 or more, except that wine coolers may be sold and purchased in minimum quantities of 4 or more. The applicant shall not display, offer for sale or sell single units of such alcoholic beverages in any size. Further, the applicant shall not store, maintain, display, and offer to sell or sell the following sized containers of such alcoholic beverages: 32 ounces, 40 ounces, 64 ounces or greater.
41. The subject alcoholic beverage license shall not be exchanged for any other type of on-sale license.
42. Before the location opens, all employees who will sell alcoholic beverages shall be required to attend either ABC LEAD training or a comparable in-house training program approved by the Director of Community Department. If the employees are hired after the location is open, they shall be required to attend LEAD training or the approved in-house training within thirty (30) days of their hire date.
43. The sale of alcoholic beverages shall be limited between the hours of 6:00 a.m. to 2:00 a.m. Monday through Sunday. During the hours that the sale of beer and wine are not permitted the coolers must be locked to prohibit customers from purchasing alcohol.
44. The applicant shall post a permanent sign or signs complying with 16-31 PC, "Possession of Opened Alcoholic Beverages containers on the premise is prohibited by law. The sign or signs shall be posted in areas that are clearly visible to patrons at all times.

PASSED AND ADOPTED this 6th day of August, 2019 by the Planning Commission.

AYES: Commissioner(s):
NOES: Commissioner(s):

ABSENT: Commissioner(s):
ABSTAIN: Commissioner(s):

Sona Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission



**NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO PLANNING COMMISSION**

**Conditional Use Permit (CUP 24-19)
2900 W. Beverly Blvd, Suite A-B**

Project Description: The applicant, 7-Eleven, has submitted a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

Zone: C-2 (General Commercial)

General Plan Designation: General Commercial

Environmental: The proposal is considered a "Project" and is categorically exempt under the California Environmental Act (CEQA) Section §15301.

NOTICE IS HEREBY GIVEN that the City of Montebello Planning Commission will hold a public hearing on the Conditional Use Permit application. The meeting is scheduled on:

Date: Tuesday, August 6, 2019
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 West Beverly Boulevard
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello Planning Commission at the Planning Division office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

Contact Person: Matthew Feske
Phone: 323.887.1200 **Fax:** 323.887.1488
Email: mfeske@cityofmontebello.com
Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.cityofmontebello.com

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MATTHEW FESKE
CITY OF MONTEBELLO/PLANNING
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING
Ad Description: Conditional Use Permit (CUP 24-19) 2900 W. Beverly Blvd, Suite A-B

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07/25/2019

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NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO Planning Commission

Conditional Use Permit
(CUP 24-19)
2900 W. Beverly Blvd, Suite A-B

Project Description: The applicant, 7-Eleven, has submitted a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

Zone: C-2 (General Commercial)

General Plan Designation: General Commercial

Environmental: The proposal is considered a "Project" and is categorically exempt under the California Environmental Act (CEQA) Section 15301.

NOTICE IS HEREBY GIVEN that the City of Montebello Planning Commission will hold a public hearing on the Conditional Use Permit application. The meeting is scheduled on:

Date: Tuesday, August 6, 2019
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 West Beverly Boulevard
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello Planning Commission at the Planning Division office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

Contact Person: Matthew Feske
Phone: 323.887.1200 **Fax:** 323.887.1488
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Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.cityofmontebello.com
7/25/19
CNS-3276161#
WHITTIER DAILY NEWS



**CITY OF MONTEBELLO
PLANNING COMMISSION
MINUTES**

August 6, 2019

Planning Commission meets at 6:30 p.m., on the day scheduled in City Hall Council Chambers
--

1. CALL MEETING TO ORDER

6:41 P.M. by Chair Mooradian

2. ROLL CALL

Commissioner Present: Chair Mooradian, Vice Chair Aliksanian,
Commissioner Lomeli and Commissioner Ramirez

Absent: Commissioner Briseno

Also present:

Director of Planning and Community Development – Manuel Mancha

Planning Manager –Matthew Feske

Planning Commission Legal Counsel

3. PLEDGE OF ALLEGIANCE

Vice Chair Aliksanian

4. PLANNING COMMISSION SECRETARY –CORRECTION TO AGENDA

Chair – Proposed to go dark next Planning Commission meeting

August 20, 2019

MOTION: Chair Mooradian motions to go dark next Planning Commission
meeting August 20, 2019

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

5. STATEMENT OF PUBLIC ORAL COMMUNICATIONS

NONE

6. APPROVAL OF MINUTES:

NONE

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

NONE

8. PUBLIC HEARINGS

A. Zone Code Amendment (ZCA07-19)

A Zone Code Amendment by Electric Guard Dog, LLC to amend Title 17 of the Montebello Municipal Code to add electric fences as an allowed fence material.

Staff – Applicant has requested that this item be continued to the next planning commission meeting September 3, 2019.

MOTION: Commissioner Lomeli motions to continue item ZCA07-19 to next Planning Commission meeting on September 3, 2019.

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

B. Conditional Use Permit (CUP24-19)

The applicant, 7-Eleven, has submitted a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

Staff – Presented

Sherrie Olson (applicant representative) – Presented

Commissioner – What's the parking situation?

Sherrie Olson (applicant representative) – Most customers are in the morning and are quick customers, 3-5 minutes max.

Masood Shaili (??) (property owner) - As for parking we have no full uses, we have service business. Three remaining tenants are service tenants.

Commissioner – How many total units?

Masood Shaili (??) (property owner) – 5 total and 7-Eleven would take up 2 units.

Commissioner – Regarding the neighborhood, there is restaurants and supermarket near area. Is there restriction of distance between entities?

Staff - Only restriction is number of licenses in a census tract area. At this time there is only one off sale license for this area and a second one would still be within the approval for census tract.

(??) Medina – not in favor of 7-Eleven

Richard Corona – not in favor and voiced concerned regarding alcohol and parking

MOTION: Commissioner Mooradian motions to deny a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

SECOND: Commissioner Lomeli

ACTION: 4-0-0-1 (Briseno)

C. Conditional Use Permit (CUP21-19)

A Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within an existing and proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

Cannabis Consultant – Presented

Mario Beltran (applicant representative) – Presented and discussed project

MOTION: Commissioner Lomeli motions to approve a Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within an existing and proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

D. Conditional Use Permit (CUP22-19)

A Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within a proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

Cannabis Consultant – Presented

Jay Cortez (applicant representative) – Presented and discussed project

Commissioner – Commented on condition regarding graffiti. This is a high graffiti area and just be aware to be on top of that

Jay Cortez (applicant representative) – that can be incorporated with the community service hours that is offered with the employee to take of their local surrounding areas.

MOTION: Commissioner Ramirez motions to approve a Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within a proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

SECOND: Commissioner Lomeli

ACTION: 4-0-0-1 (Briseno)

9. CONSENT ITEM (S)

None

10. STAFF COMMUNICATIONS TO THE PLANNING COMMISSION

Sending condolences to victims over the past week and take a moment of silence.

11. ORAL COMMUNICATIONS –CONTINUED

None

12. PLANNING COMMISSION ORALS

Chair Mooradian

Vice Chair Aliksanian

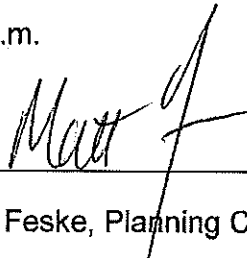
Commissioner Briseno

Commissioner Lomeli

Commissioner Ramirez

13. ADJOURNMENT

The meeting adjourned at 7:55p.m.



Matthew Feske, Planning Commission Secretary

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 37-19

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO DENYING THE APPROVAL OF A CONDITIONAL USE
PERMIT (CUP24-19) TO ALLOW THE SALES OF ALCOHOL (TYPE 20
LICENSE) WITHIN AN EXISTING CONVENIENCE STORE LOCATED
AT 2900 WEST BEVERLY BOULEVARD.**

WHEREAS, a Conditional Use Permit (CUP24-19) application has been received and denied;

WHEREAS, the Conditional Use Permit would allow sales of alcohol (type 20 License) within an existing convenience store located at 2900 West Beverly Boulevard;

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

- a. The proposed use would not conform with the City of Montebello General Plan Land Use Element, Goal 1, "[T]o formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;"
- b. Per MMC 17.61.050, the proposed use:
 1. Would adversely affect the general welfare of the surrounding property owners;
 2. Would result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area in light of the findings set forth below;
 3. Would affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;
 4. Would aggravate existing problems created by the sale of alcohol (e.g., littering, loitering, noise, public drunkenness, calls for service, and sales to minors); and

5. Is not in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission hereby denies the Conditional Use Permit (CUP24-19) for the sales of alcohol (Type 20 License).

PASSED AND ADOPTED this 6th day of November, 2018 by the Planning Commission.

AYES: Chair Mooradian, Vice Chair Aliksanian, Commissioner Lomeli, Commissioner Ramirez

NOES:

ABSENT: Commissioner Briseno

ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Joseph A. Palombi, Acting Director Planning and Community Development
Arnold M. Alvarez-Glasman, City Attorney
Norma Copado, Assistant City Attorney

SUBJECT: Commercial Cannabis Development Agreements

DATE: December 18, 2019

RECOMMENDATION

It is recommended that the City Council:

1. Approve, in substantially the form as presented, four (4) cannabis business development agreements for the operation of commercial cannabis activities in the City of Montebello, for Cannabis Development Agreement Nos. 23-19, 26-19, 27-19 and 28-19, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Condition the approval of each of the four (4) Cannabis Business Development Agreements ("DA") on the respective operator providing all exhibits to the development agreement and missing information to the City of Montebello in a form acceptable to the City Attorney's Office no later than January 6, 2020, as reflected with highlights in the attachments hereto; and
3. Adopt findings contained herein exempting the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval.

BACKGROUND

On September 13, 2017, the City of Montebello (the "City") adopted Ordinance Nos. 2399 and 2400 adding Chapters 5.90 and 17.71 to the City Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance Nos. 2404 and 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney's Office has worked with said operators to finalize the conditional use permit application and negotiate a final development agreement, respectively. Prior to today's meeting, the City has already approved both the conditional use permit and development agreement for twenty (20) operators. Additionally, at the October 15, 2019 Planning Commission meeting, the Planning Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Planning Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration.

Each approved conditional use permit incorporated the health and safety requirements from the City-adopted ordinances and State law as conditions of approval, and were further conditioned upon the City Council's approval of a development agreement. The cannabis development agreements for the four (4) potential operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019 are before the City Council today for consideration and approval. Lastly, these four (4) development agreements include the same labor peace agreement provision amendment that was approved for the first twenty (20) authorized cannabis businesses.

ANALYSIS

The four (4) cannabis development agreements before the City Council today, (1) Development Agreement No. 23-19, Blue Basil; (2) Development Agreement No. 26-19, Telem Enterprises, LLC; (3) Development Agreement No. 27-19, Eppek, LLC; and (4) Development Agreement No. 28-19, MTN Group, Inc., contain uniform provisions and incorporate the health, safety, and welfare requirements in Chapters 5.90 and 17.71 of the Montebello Municipal Code, including the 600-foot buffer zone from residential zones and other sensitive uses. Specifically, the development agreements require each potential operator to comply with strict odor control, security, background check, quality control, environmental protection, and packaging requirements. Additionally, each development agreement requires operator compliance with the extensive conditional use permit conditions of approval, as well as the State of California cannabis regulations.

As to fees payable to the City, the development agreements require an annual community benefits fee of \$50,000 from each operator. Additionally, each operator, if approved for such commercial cannabis activity, must pay the following operation fees: 2% of gross receipts for manufacturing, 2.5% of gross receipts for distribution, 2% of gross receipts for delivery-only retail, and \$10.00 per square foot for cultivation.

Table 1, below, illustrates the four (4) development agreements that are being recommended for approval to the City Council by City staff at the December 18, 2019 meeting.

TABLE 1 – Development Agreements Recommended for City Council Approval				
DA #	Applicant	Activity	Zone	Project Location
23-19	Blue Basil	M/D/DR	M2	7733 Telegraph Road
26-19	Telem Enterprises, LLC	D/DR	M2	8127 Slauson Avenue
27-19	Eppek, LLC	C/D/DR	M1	1040 Vail Avenue
28-19	MTN Group, Inc.	C/M/D/DR	M2	8040 Slauson Avenue

Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act (“CEQA”) requires public agencies to analyze and consider the impacts a “project” may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of these development agreements qualifies as a project pursuant to CEQA. As such, staff determined that the proposed projects anticipated by the development agreements require CEQA compliance. After a thorough examination of the project applications of each proposed facility, including, but not limited to, standard operating procedures (“SOPs”), security plan, site plan and environmental data form, staff determined that the projects meet the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

“Existing Facilities” exemption (CEQA Section 15301) for the Following Four (4) Projects:

- (1) Blue Basil - DA No. 23-19**
- (2) Telem Enterprises - DA No. 26-19**
- (3) Eppek, LLC - DA No. 27-19**

(4) and MTN Group - DA No. 28-19

Staff determined that the activities anticipated from Cannabis Development Agreement Nos. 23-19, 26-19, 27-19 and 28-19 are exempted from further environmental review as they each meet the stipulations outlined in the “Existing Facilities” exemption (CEQA Section 15301).

The project contemplated by Cannabis Development Agreement Nos. 23-19, 26-19, 27-19 and 28-19 include only minor interior alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to occur in such zone and City staff has determined that such “project”, pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are like in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, each of the proposed four (4) projects have been approved as conditionally allowed uses by the Planning Commission, and a determination at that time was made that the projects were categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of

cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts.

None of the conditions described in CEQA Guidelines, requiring the preparation of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review. Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreements from further CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for each development agreement have been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreements are "projects" that are subject to environmental review.

FISCAL IMPACT

The recommended action will have a substantially positive fiscal impact to the City by generating operating fees based on the aforementioned gross receipts' percentages and square footage, as applicable, and annual community benefit fees in the annual amount of \$50,000.00 per location.

SUMMARY

City staff recommends that the City Council approve four (4) cannabis business development agreements for the operation of commercial cannabis activities in the City of Montebello, and adopt findings contained herein exempting the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for each project recommended for approval.

ATTACHMENTS

1. Cannabis Development Agreement No. 23-19 (Blue Basil)
2. Cannabis Development Agreement No. 26-19 (Telem Enterprises, LLC)
3. Cannabis Development Agreement No. 27-19 (Eppek, LLC)
4. Cannabis Development Agreement No. 28-19 (MTN Group, Inc.)

COMMERCIAL CANNABIS BUSINESS DEVELOPMENT
AGREEMENT NO. 23-19 BETWEEN THE CITY OF MONTEBELLO AND
BLUE BASIL, LLC

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ___ day of ____, 2019, (the "Execution Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City"), and **BLUE BASIL, LLC** a California limited liability company ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, Owner currently holds a legal or equitable interest in certain real property considered in this Agreement which has a development area of approximately **11,000** square feet located at 7733 Telegraph Road, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Number(s): 6354-028-033, and is more fully described in the Legal Description in Exhibit A, and shown on the map in Exhibit B. Both exhibits being attached hereto, respectively, and are incorporated herein by this reference;

WHEREAS, presently, Owner has a leasehold interest in a portion of the Site for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to commercial cannabis manufacturing, delivery-only retail, and distribution. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7-11362.85; California Revenue and Taxation Code §§ 34010-34021.5; California Vehicle Code §§ 2429.7 and 23222; California Water Code §§ 1831, 1847, and 13276; Cal. Code Regs. tit. 16, div. 4 (2019); Cal. Code Regs. tit. 3, div. 8, Ch. 1 (2019); Cal. Code Regs. tit. 17, div. 1, ch. 13 (2019); and the City of Montebello Municipal Code as it applies to such facilities, as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a cannabis manufacture site, delivery-only retailer site, and distribution site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Delivery-Only Retail and Distribution Facility"), Owner shall be required to obtain a Conditional Use Permit from the City, and any and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, ultimately, Owner intends upon obtaining one or more permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Manufacturing, Delivery-Only Retail and Distribution Facility at the Site. The definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized

tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in California Business & Professions Code Section 26001(al);

WHEREAS, on or about September, 2019, Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities. No such activities are allowed or authorized without this Agreement, a CUP, and all requirements having been satisfied pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, Owner presently intends to develop and open a Manufacturing, Delivery-Only Retail and Distribution Facility on the Site consistent with the Applicable Cannabis Laws and project approvals (known as the "Project"). The Project will include indoor cannabis manufacturing, delivery-only retail, and distribution in accordance with the Applicable Cannabis Laws;

WHEREAS, the Project will consist of one 14,805 square foot building, with such final square footage to be consistent with Owner's final approved CUP, as many be amended pursuant to the CUP and/or this Agreement. The building will be divided into major spaces for manufacturing, delivery and distribution as follows:

Manufacturing: The Project will include a manufacturing room that would be used initially for packaging products. Under the manufacturing license, the Owner will conduct additional manufacturing activities including, volatile extraction (Type 7 Manufacturing). The total area of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Manufacturing operations would occur 24-hours daily.

Non-storefront Retail Delivery: The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

General Business Offices: The Project will be open from 12:00 a.m. to 12:00 p.m., Monday through Sunday.

Parking/Loading/Access: The proposed project provides parking spaces in accordance with the City-approved Site Plan.

Security: The Project will secure the facility against unauthorized entry by installing

security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71.

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in Exhibit C.

The Project will consist of a vertically integrated commercial cannabis facility compliant with Applicable Cannabis Laws that will provide several levels of cannabis production, processing, and distribution.

This includes:

- 1) Research and development of cannabis plants and strains.
- 2) Manufacturing of cannabis and its derivatives through volatile and non-volatile extraction.
- 3) Manufacturing of cannabis food products.
- 4) Packaging and storage of cannabis products.
- 5) Distribution of cannabis products.
- 6) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):
6:00 AM to 10:00PM for general business hours, 24-hours for internal operations

[x] Co-location, check if applicable:

Note: Applicable Cannabis Laws authorize a person to apply for and be issued more than one State annual license at one location provided the licenses premises are separate and distinct.

Owner has applied for the following State cannabis licenses:

- 1) Cultivation
- 2) Manufacturing (Volatile Type 7)
- 3) Non-Store Front Retail Delivery (Type 9)
- 4) Distribution (Type 11)

Please see the Recitals of this Development Agreement for details for separate and distinct locations of each operation within the Premises.

WHEREAS, On February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified

conditions and provisions;

WHEREAS, On June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to approve this Agreement. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements, if any, that have been applied for and approved by the City, for the Project shall vest for the term of this Agreement as described below, if applicable;

WHEREAS, after conducting a duly noticed CUP hearing on October 15, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of the CUP. The Planning Commission found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed meeting on December 18, 2019, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of this Agreement, herein below, said provisions of this Agreement shall prevail.
2. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Montebello, County of Los Angeles, State of California; whose street address is 7733 Telegraph Road, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Number: 6354-028-033.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: **Blue Basil, LLC**

Nature of Interest: *Leasehold interest, lease for ____ years.*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

c. Permitted Uses. The Site may be used for a Manufacturing, Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owner may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or

City Council, as required, to amend the Permitted Uses at the Site.

d. Zoning. Owner shall use commercially reasonable efforts to ensure that such activities outlined in Owner's CUP Application ("Application") are conducted pursuant to this Agreement and under the CUP shall comply with the Montebello Municipal Code, including the zoning ordinance, any applicable zoning development standards, and any and all development and construction requirements contained therein, and/or as required by the City. Owner shall not conduct any business under this Agreement or under the CUP without having obtained all necessary permits, licenses, and approvals from the City and State of California, as required by Applicable Cannabis Laws, including the City of Montebello Municipal Code.

e. Compliance with CUP conditions of approval. Owner shall comply with all Conditions of Approval imposed against this Agreement, as enumerated in the CUP and attached as Exhibit F, and incorporated herein by reference.

3. Term

This Agreement shall commence on either the date of this Agreement's approval by the City Council or the date of the CUP approval by the City Planning Commission, whichever comes later ("Effective Date"), and end **ten (10)** years from the Effective Date, and it shall remain in full force and effect so long as the Site is used for a commercial cannabis facility as authorized under Montebello Municipal Code Chapters 5.90 and 17.71; provided, however, such use is not abandoned for a period of more than ninety (90) days.

This Agreement may be extended for one (1) additional **five (5)** year period following the expiration of the initial **ten (10)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than ninety (90) days before the expiration of the initial ten (10) year term that the Owner desires to extend this Agreement for an additional **five (5)** year period;

(ii) The Owner shows reasonably satisfactory evidence to the City that it has, and continues to have a legal and/or equitable interest in the Site and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Montebello Municipal Code Chapters 5.90 and 17.71, and all terms imposed by the City-issued CUP, including the timely renewal of a CUP if required; and

(v) The Owner shall not be in material default of any provision of any agreement between City and Owner relative to the development of the Site, the business operations as allowed by a CUP, or of any conditions of approval imposed upon any entitlement or CUP granted by the City relative to the development of the Site for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such material default within thirty (30) days, if and as provided by such agreement or condition of approval.

4. Owner's Site and Floor Plans

a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit C and incorporated into the Agreement.

b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works and Director of Community Development, or their respective designees, if required by the CUP. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities, if required by the CUP.

c. An exterior signage plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works & Director of Community Development, or their respective designees, in accordance with the procedures and requirements of the Montebello Municipal Code.

5. Facility Operations

a. Standard Operating Procedures. Owner is a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Manufacturing, Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owner shall operate in accordance with all Applicable Cannabis Laws. Owner shall employ industry standard operating procedures to comply with Applicable Cannabis Laws. Owner's facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71, and such more specific operational requirements as applied by the CUP and this Agreement.

b. Security Plan. Owner shall secure approval of its proposed security plan by the Montebello Police Department or the City prior to operating, which approval shall not be unreasonably withheld, conditioned, or delayed. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with Applicable Cannabis Laws. The video surveillance system shall be web-based with direct access provided to the Montebello Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during hours of operation, pursuant to Applicable Cannabis Laws. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Montebello Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed by Owner shall be in possession of any firearm while on the Site without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm.

Every such person in possession of a firearm while on the Site must provide the City Manager and the Montebello Police Department, ten (10) calendar days' notice before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Montebello Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the processing, manufacturing, distribution, or transporting of cannabis shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks/Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis. Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to facilitate within a reasonable time following the issuance of a CUP to Owner Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owner shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the manufacturing, distribution, and delivery-only retail of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Quality Control and Testing. Owner shall utilize industry standardized quality control measures and testing to ensure only the highest quality of commercial cannabis and infused products will be produced. Owner shall inspect the product to ensure its identity and quantity, and shall have a testing lab perform testing of random samples prior to distribution. Inspection and testing will be conducted by a state-licensed testing lab off-site, except for licensed distributors authorized to conduct testing on-site with a testing lab field representative present. Testing standards and procedures shall be in accordance with Applicable Cannabis Laws.

All commercial cannabis products will undergo a quality assurance review in accordance with state law prior to distribution. Inventory procedures will be utilized for tracking and taxing purposes by the state. Owner shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures.

h. Packaging of Commercial Cannabis and Infused Products. All Owner commercial cannabis products shall be packaged and labeled strictly in accordance with Applicable Cannabis Laws.

Owner intends to produce infused products and shall secure any approval from the County of Los Angeles Health Department required for manufacturing and handling such products. Owner infused products shall not be produced, manufactured, stored or packaged in private homes. All commercial cannabis infused products shall be individually wrapped at the original point of preparation strictly in accordance with Applicable Cannabis Laws.

i. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the California Cannabis Track and Trace System ("CCTT") required by Applicable Cannabis Laws.

Owner shall employ an electronic point of donation/sale system in accordance with Applicable Cannabis Laws for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities, or otherwise in compliance with state and local law and in accordance with Subsection 2(c) of this Agreement. Such approved system shall track all commercial cannabis products, each edible, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

j. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Applicable Cannabis Laws and complete and

up-to-date records regarding the amount of commercial cannabis produced, manufactured, stored, tested, distributed, delivered or packaged at Owner's facility.

k Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products. Commercial cannabis handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

l Odor Control. All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

m. Transportation Plan. Owner shall comply with all Applicable Cannabis Laws regarding transportation, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation of commercial cannabis products and

provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each transfer of commercial cannabis to other licensed entities, including the amount provided, the form or product category in which the commercial cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of each lawful licensed entity to whom delivery is made, and the amount of any related donation or other monetary transaction.

6. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and other owners of commercial cannabis facilities located within City of Montebello in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be reasonably approved by City.

b. Community Benefits Program. The Owner shall fund the establishment and implementation of a community benefits program which may include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, litigation defense, and special social and community organizations ("Community Benefits Program").

To fulfill its funding obligation for the Community Benefits Program, Owner agrees to pay the City of Montebello the yearly sum of **\$50,000.00 ("Montebello Community Benefits Program Fee" or "MCBPF")**. The first annual MCBPF shall be payable to the City on the date that the Certificate of Occupancy is issued to the Owner. Thereafter, the annual MCBPF shall be payable to the City on every July 1 for the term of the Agreement, and shall be pro-rated for any partial days during such period(s) of the Agreement.

The MCBPF is separate and apart from any Cannabis Operation Fee, or penalties therefrom. If the original term of this Agreement is mutually extended by the Parties, the annual minimum payment to this program will be amended accordingly.

c. Designation of Community Relations Liaison. Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, at the time of this Agreement, Owner's day-to-day operations manager, Christina D'Angelo, will be responsible for community inquiries and complaints and on-site management during normal

business hours.

d. Interface with Montebello Municipal Code / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Christina D'Angelo, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. At a minimum, the Owner endeavors to achieve a targeted local annual hiring goal of approximately 45% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner may contact and work with a job referral agency assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall periodically report on compliance with the local hiring goals as part of its annual audit report.

f. Living Wages. Living Wages. Owner shall pay make a good-faith effort all employees of the Facility, at a minimum, a Living Wage. A "Living Wage" is the higher of whatever the Owner currently pays its employees for similar work elsewhere or the following: the Full Cash Wage required to be paid by an employer to any similarly situated, educated, and/or credentialed individual

under the City of Los Angeles Minimum Wage Ordinance [LAMC Sections 187 and 188], as adjusted annually.

g. Full-time Work. Owner shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner shall make a good faith effort to maintain a full-time employee level of more than 50%. Owner agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner under applicable state and federal employment laws.

h. Labor Peace Agreement. If Owner has twenty (20) or more employees at the time of this Agreement's signing, then Owner shall in good faith work with any labor organization for the purpose of collective bargaining and shall enter into and provide the City a copy of a labor peace agreement no later than one hundred and twenty (120) days after this Agreement's signing. Such Owner with twenty (20) or more employees but without a labor peace agreement at the time of this Agreement's signing shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization no later than one hundred and twenty (120) days after this Agreement's signing.

If Owner has less than twenty (20) employees at the time of this Agreement's signing, such Owner shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization if and when Owner has twenty (20) or more employees at any time during the Term of this Agreement. Such Owner with less than twenty (20) employees at the time of this Agreement's signing shall also provide the City a copy of the labor peace agreement no later than one hundred and twenty (120) days from hiring its twentieth (20th) employee, if and when such event occurs during the Term of this Agreement. Attached as Exhibit G, and incorporated herein is a true and correct copy of the actual Labor Peace Agreement; or applicable Notarized Statement of Intent. Owner shall abide by the terms of the labor peace agreement if and when so adopted in accordance with this Subsection. If Owner fails to comply with the labor peace agreement requirement in accordance with this Subsection, such failure shall constitute a default in accordance with Section 13 of this Agreement.

7. Payment of City Fees

a. Permit and Application Fees. Owner agrees to pay all permit fees and charges referenced in Montebello Municipal Code Chapters 5.90 and 17.71, and the amounts adopted by City Council by Resolution No. 19-14, effective February 13, 2019, as well as any fees set forth in this Agreement. Permit

application, processing, and renewal fees shall be due and payable at the time application is made.

b. Cannabis Operation Fees.

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, "**commercial cannabis activities**" means all permitted activities: e.g., possession, manufacture, processing, storing, packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, "**Gross receipts**" shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "**Gross receipts**" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, "**Production Space**" means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the **Production Space** shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owner agrees to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life., Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

1. Manufacturing: 2% of gross receipts
2. Distribution: 2.5% of gross receipts, excluding distribution of products

manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial cannabis activity conducted at the Site

3. Delivery-Only Retail: 2% of gross receipts

Any subsequent years of operation after the first ten (10) year term of this Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of **Gross Receipts**.

The Cannabis Operation Fee shall begin to accrue **ninety (90)** days after a Certificate of Occupancy is granted. Owner shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 31, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

c. Owner understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

d. If Owner makes any changes to the interior layout of the Site that increases the amount of space allocated to those uses to which the per-square-foot Cannabis Operation Fee applies, Owner shall notify City in writing of such changes at least fourteen (14) calendar days prior to making such changes, and if approved by the City the per-square-foot fee shall be modified accordingly. If Owner fails to give City notice as required herein, Owner shall be responsible for paying to City a per-square-foot fee based on any increase in the amount of space allocated to those uses to which the per-square-foot fee applies retroactive to the date the CUP became effective.

8. Additional Owner Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than one-hundred twenty (120) days from the date Owner secures a CUP and every three months thereafter (Owner shall deliver to City a report (the "Quarterly Report"), pursuant to the quarterly payment schedule discussed hereinabove) showing (i) Gross Receipts from commercial cannabis activities for the immediate prior three months received by Owner, and a cumulative total of all amounts of Gross Receipts from commercial cannabis activities received by Owner for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

2) Statement of Receipts/Annual Audit. The Owner shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles ("GAAP") or other comprehensive version of accounting. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from commercial cannabis activities as herein required, Owner shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner, on no more than an annual basis, or at any time other upon reasonable basis therefor substantiated the City, to the extent necessary for a proper determination of Gross Receipts from commercial cannabis activities, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee, regionally recognized independent auditor approved in advance by the City. Upon request by City, Owner shall make all such books, records and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies thereof, within thirty (30) days of the date of City's request. Owner shall pay all reasonable costs of such audits. Owner shall preserve such books, records, documents, and other items in Montebello for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner claims that errors or omissions

have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner and all other information concerning Owner's operation of the Site obtained by City as a result of the inspection audit and examination privileges of City hereunder (i.e. receipts and tax filings), except as otherwise required by a court order. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.), City shall provide Owner notice of any such request prior to disclosing any such information and shall refuse to disclose such information until such time as Owner has been given notice and afforded the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

3) Copies of Tax Filings. Owner shall provide the City with courtesy copies of each and every report Owner is required to provide to the County of Los Angeles or the State of California for sales, use, cannabis excise, or other gross receipts type taxes at the time such filings are required to be made, including any lawful extensions thereof.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative) an alternative revenue mechanism specifically related to commercial cannabis activities (e.g., a cannabis tax), Owner agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism to the extent the alternative revenue mechanism does not result in higher annual fees than the fees required under this Agreement. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both cannabis and non- cannabis operations.

9. Insurance and Indemnity

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Section 9 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per

occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.
- 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.
- 3) Contain standard separation of insured provisions.

c. Automobile Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with policy limits that are in commercially reasonable amounts and in compliance with state law for such automotive liability insurance for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;
- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;
- 3) Contain standard separation of insured provisions.

d. Workers’ Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, the statutorily required minimum amount of workers’ compensation insurance in accordance with applicable state workers’ compensation laws for all of Owner’s employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers’ compensation insurance for such contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers’ compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers’ compensation insurance with

statutory limits and employer's liability insurance of not less than the required statutory limits for each accident shall be maintained.

e. Other Insurance Requirements. Owners shall do all of the following:

1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Section, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

f. Indemnity. Owner agrees to indemnify, defend, and hold City, and its elected and appointed council, boards, commissions, officers, agents, employees, contractors, consultants and representatives, harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Owner or Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation of the Project.

10. Termination

a. Termination upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not,

however, eliminate or otherwise limit the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival after Termination. The rights and obligations of the Parties set forth in Section 14, Section 20, and Subsection 22(c), and Subsection 22(e), and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Resources Efficiency

Owner shall in good faith endeavor to reduce its environmental impact when possible. The design of the Site shall include reasonable water and energy conservation measures in accordance with applicable State regulations and the CUP.

12. Standard Conditions for Construction

During any on-site construction activities related to development of the Site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable terms and conditions of City's standard conditions for construction and the CUP. The Project shall comply with the applicable parking standards in accordance with the CUP.

13. Defaults and Remedies

a. Remedies in general. It is acknowledged by the Parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be reasonably cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party

commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable for monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Subsection 13(a), Subsection 13(b), and Subsection 13(c).

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Site is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Site.

b. Specific Performance. The Parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Site to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Site or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in Subsections 13(a), 13(b), and 13(c), Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Subsection 13(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Montebello, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Subsection 13(e) include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Site after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

14. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Site as contemplated by the Agreement, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or

not in compliance with the law.

b. Hold Harmless Agreement. Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorneys, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees) which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Site; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Site; and (iii) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

d. Environmental Contamination. Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and

independent contractors, excepting and acts or omissions of City as successor to any portions of the Site dedicated or transferred to City by Owner and further excepting any environmental conditions not within Owner's control nor directly associated with a Permitted Use, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

The provisions of this Section 14(d) do not apply to environmental conditions that predate Owner's ownership or control of the Site or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Site.

e. City to Approve Counsel. With respect to Subsections 14(a) through 14(d) only, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, conditioned, or delayed.

f. Accept Reasonable Good Faith Settlement. City shall not reject any reasonable good faith settlement offer regarding claims contemplated in this Section 14. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Subsection 14(f) applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Subsection 14(f) does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of Subsections 14(a) through 14(f) inclusive, shall survive the termination or expiration of the Agreement.

15. California Environmental Quality Act

Owner shall reimburse City for any and all reasonable costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed

Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

16. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force as of the Effective Date of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the Site, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application (i.e. not the Project) based on such existing or new rules, regulations, or policies.

17. CUP Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued CUP. If there is any conflict between a term of this Agreement and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

18. Periodic Reviews

This Agreement shall be subject to annual review. The Owner executing this Agreement, or successor in interest thereto, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner executing this Agreement, or successor in interest thereto, has not materially complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Planning Department. The Planning Department will schedule a hearing on the periodic review of the Development

Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Subsection 22(g), "Force Majeure"). Owner shall submit an annual review and administration fee deposit not to exceed City's estimated internal and third-party costs associated with the review and administration of this Agreement during the succeeding year. City shall provide Owner said estimate a reasonable time in advance of the annual review and administration fee deposit being due.

b. Conditional Use Permit. The operation of the business at all times shall be required to comply with the CUP and this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The City Manager, Community Development Director, or his or her designee(s) shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the special or periodic review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

g. Cost of Review. The reasonable costs incurred by City in connection with the periodic reviews shall be borne by Owner.

19. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Owner shall submit a transfer application to the City Manager or City Manager's designee and pay any applicable transfer fee. The proposed transferee must show proof of lawful transfer of possession of the applicable location as may be acceptable to the City. Owner is aware it may take the City approximately six (6) months to process a transfer application.

Any assignment, delegation, subletting or assignment without the prior written consent of City shall be null and void. Any transfer, delegation, subletting or assignment by Owner as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, subletting or assignment is made is issued a CUP as required under Montebello Municipal Code Chapters 5.90 and 17.71.

Owner shall also comply with all proposed assignments and changes, including assignment and changes impacting a Development Agreement or a CUP, as required pursuant to state law, and Montebello Municipal Code Chapters 5.90 and 17.71.

20. Operating Commercial Cannabis Facility

Any Party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless:

- a. It is the holder of a valid CUP issued by City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and,
- b. At such time as the State of California requires commercial cannabis facilities and businesses to hold a valid license or permit issued by the State of California, it also holds such license or permit, unless, however, such permit or license is not required by the State of California for the type of commercial cannabis facility or business operation that is the subject of this Agreement.

21. Notices

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to

have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Blvd Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Blue Basil, LLC 15021 Ventura Blvd., #327 Sherman Oaks, CA 91403
With a copy to:	Christina D'Angelo 6940 De Soto Avenue Canoga Park, CA 91303

22. Miscellaneous Provisions

Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest, except that minor amendments that do not affect a substantive provision of this Agreement may be approved by the City Manager on behalf of the City. The decision whether a proposed amendment is “minor” shall be in the reasonable good faith discretion of the City Manager, and consistent with Montebello Municipal Code Chapters 5.90 and 17.71.

- a. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- b. Enforcement/Reserved Powers. Unless amended or canceled pursuant

hereto, this Agreement shall be enforceable by any Party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Montebello, and/or the Montebello Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Montebello Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated CUP, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Montebello Municipal Code shall not be applied to the Site or Project. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the development standards and design guidelines to be adopted by the zoning code amendment.

- c. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in

full force and effect.

- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- e. Jurisdiction. The law governing this Agreement shall be that of the State of California. Any suit brought by any party against any other party arising out of the performance of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be filed and maintained in the County of Los Angeles Superior Court.
- f. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any CUP issued pertaining to Owner or the property specified herein, California commercial cannabis manufacturers, retailers, transporters, distributors, or possessors may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- g. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this Section 22. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.
- h. Costs and Fees. Intentionally omitted.
- i. Constructive Notice and Acceptance. Every person who after the Effective Date of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.
- j. Binding Effect of Recitals. The Parties agree that the Recitals above are true and correct and intend to be bound by same.
- k. Project as a Private Undertaking. It is specifically understood and agreed

by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

l. Changes to Project. The parties acknowledge that changes to the Project and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Site authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

m. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

- n. Effective Date. "Effective Date" means either the date of this Agreement approved by the City Council or the date of the CUP's approval by the City Planning Commission, whichever comes later.
- o. Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the officers or agents executing this Agreement on behalf of their respective corporations, partnerships, or other organizations is empowered to do so and hereby binds the respective corporation, partnership, or other organization. Additionally, Owner represents and warrants that each of the officers or agents executing this Agreement on behalf of its corporation, partnership, or other organization is an "owner" as defined by California Business and Professions Code Section 26001 and hereby binds the respective corporation, partnership, or other organization.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF MONTEBELLO

BLUE BASIL, LLC

Jack Hadjinian
Mayor

Name: Christina D'Angelo
Title: Managing Member

APPROVED AS TO FORM:

City Attorney
City of Montebello

EXHIBITS

- A. LEGAL DESCRIPTION [TO BE INSERTED]
- B. PARCEL MAP [TO BE INSERTED]
- C. SITE AND/OR FLOOR PLANS [TO BE INSERTED]
- D. RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT [TO BE
INSERTED]
- E. PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM [TO BE
INSERTED]
- F. CONDITIONS OF APPROVAL [TO BE INSERTED]
- G. LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT [TO
BE INSERTED]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

MAP

EXHIBIT C

SITE AND/OR FLOOR PLANS

EXHIBIT D

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

EXHIBIT E

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

EXHIBIT F

CONDITIONS OF APPROVAL

EXHIBIT G

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

**COMMERCIAL CANNABIS BUSINESS DEVELOPMENT
AGREEMENT NO. 26-19 BETWEEN THE CITY OF MONTEBELLO AND
TELEM ENTERPRISES, LLC**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of ____, 2019, (the "Execution Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City"), and **TELEM ENTERPRISES, LLC**, a California limited liability company ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, Owner currently holds a legal or equitable interest in certain real property considered in this Agreement which has a development area of approximately 7,721 square feet located at 8127 Slauson Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Number(s): 6354-030-003, and is more fully described in the Legal Description in Exhibit A, and shown on the map in Exhibit B. Both exhibits being attached hereto, respectively, and are incorporated herein by this reference;

WHEREAS, presently, Owner has a leasehold interest, with purchase option, in a portion of the Site for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to delivery-only retail and distribution. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; California Revenue and Taxation Code §§ 34010-34021.5; California Vehicle Code §§ 2429.7 and 23222; California Water Code §§ 1831, 1847, and 13276; Cal. Code Regs. tit. 16, div. 4 (2019); Cal. Code Regs. tit. 3, div. 8, Ch. 1 (2019); Cal. Code Regs. tit. 17, div. 1, ch. 13 (2019); and the City of Montebello Municipal Code as it applies to such facilities, as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a delivery-only retailer site and distribution site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility"), Owner shall be required to obtain a Conditional Use Permit from the City, and any and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, ultimately, Owner intends upon obtaining one or more permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Delivery-only Retail and Distribution Facility at the Site. The definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in

California Business & Professions Code Section 26001(al);

WHEREAS, on October 7, 2019 Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities. No such activities are allowed or authorized without this Agreement, a CUP, and all requirements having been satisfied pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, Owner presently intends to develop and open a Delivery-Only Retail and Distribution Facility on the Site consistent with the Applicable Cannabis Laws and project approvals (known as the "Project"). The Project will include delivery-only retail and distribution in accordance with the Applicable Cannabis Laws;

WHEREAS, the Project will consist of such final square footage to be consistent with Owner's final approved CUP, as may be amended pursuant to the CUP and/or this Agreement. The building will be divided into major spaces for delivery and general business offices as follows:

Non-storefront Retail Delivery: The retail delivery activities will occur within the delivery office located near the facility's main entry. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):

6 AM to 10 PM, Monday through Sunday, for general retail delivery business hours, and 24-hours, seven days a week, for distribution, packaging and internal operations.

Parking/Loading/Access: The proposed project provides parking spaces in accordance with the City-approved Site Plan.

Security: The Project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71.

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in

Exhibit C.

Project will consist of a vertically integrated commercial cannabis facility compliant with Applicable Cannabis Laws that will provide several levels of cannabis, retail delivery, packaging, and distribution.]

This includes:

- 1) Packaging and storage of cannabis products.
- 2) Distribution of cannabis products.
- 3) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):

6 AM to 10 PM, Monday through Sunday, for general retail delivery business hours, and 24-hours, seven days a week, for distribution, packaging and internal operations.

[] Co-location, check if applicable:

Note: Applicable Cannabis Laws authorize a person to apply for and be issued more than one State annual license at one location provided the licenses premises are separate and distinct.

Owner has applied for the following State cannabis licenses:

- 1) **Distribution**
- 2) **Delivery-Only Retail**

Please see the Recitals of this Development Agreement for details for separate and distinct locations of each operation within the Premises.

WHEREAS, On February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, On June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to approve this Agreement. The City has found that the provisions of this Agreement and its purposes

are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements, if any, that have been applied for and approved by the City, for the Project shall vest for the term of this Agreement as described below, if applicable;

WHEREAS, after conducting a duly noticed CUP hearing on November 5, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of the CUP. The Planning Commission found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed meeting on December 18, 2019, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of this Agreement, herein below, said provisions of this Agreement shall prevail.

2. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Montebello, County of Los Angeles, State of California; whose street address is 8127 Slauson Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Numbers: 6354-030-003.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: **Telem Enterprises, LLC**

Nature of Interest: **Lease for 5 years with Option to Renew for an additional 5 years.**

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

c. Permitted Uses. The Site may be used for a Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owner may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or City Council, as required, to amend the Permitted Uses at the Site.

d. Zoning. Owner shall use commercially reasonable efforts to ensure that such activities outlined in Owner's CUP Application ("Application") are conducted pursuant to this Agreement and under the CUP shall comply with the Montebello Municipal Code, including the zoning ordinance, any applicable zoning development standards, and any and all development and construction requirements contained therein, and/or as required by the City. Owner shall not conduct any business under this Agreement or under the CUP without having obtained all necessary permits, licenses, and approvals from the City and State of California, as required by Applicable Cannabis Laws, including the City of Montebello Municipal Code.

e. Compliance with CUP conditions of approval. Owner shall comply with all Conditions of Approval imposed against this Agreement, as enumerated in the CUP and attached as Exhibit F, and incorporated herein by reference.

3. Term

This Agreement shall commence on either the date of this Agreement's approval by the City Council or the date of the CUP approval by the City Planning Commission, whichever comes later ("Effective Date"), and end **ten (10)** years from the Effective Date, and it shall remain in full force and effect so long as the Site is used for a commercial cannabis facility as authorized under Montebello Municipal Code Chapters 5.90 and 17.71; provided, however, such use is not abandoned for a period of more than ninety (90) days.

This Agreement may be extended for one (1) additional **five (5)** year period following the expiration of the initial **ten (10)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than ninety (90) days before the expiration of the initial ten (10) year term that the Owner desires to extend this Agreement for an additional **five (5)** year period;

(ii) The Owner shows reasonably satisfactory evidence to the City that it has, and continues to have a legal and/or equitable interest in the Site and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Montebello Municipal Code Chapters 5.90 and 17.71, and all terms imposed by the City-issued CUP, including the timely renewal of a CUP if required; and

(v) The Owner shall not be in material default of any provision of any agreement between City and Owner relative to the development of the Site, the business operations as allowed by a CUP, or of any conditions of approval imposed upon any entitlement or CUP granted by the City relative to the development of the Site for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such material default within thirty (30) days, if and as provided by such agreement or condition of approval.

4. Owner's Site and Floor Plans

- a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit C and incorporated into the Agreement.
- b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works and Director of Community Development, or their respective designees, if required by the CUP. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities, if required by the CUP.
- c. An exterior signage plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works & Director of Community Development, or their respective designees, in accordance with the procedures and requirements of the Montebello Municipal Code.

5. Facility Operations

- a. Standard Operating Procedures. Owner is a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owner shall operate in accordance with all Applicable Cannabis Laws. Owner shall employ industry standard operating procedures to comply with Applicable Cannabis Laws. Owner's facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71, and such more specific operational requirements as applied by the CUP and this Agreement.

- b. Security Plan. Owner shall secure approval of its proposed security plan by the Montebello Police Department or the City prior to operating, which approval shall not be unreasonably withheld, conditioned, or delayed. The security plan

shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with Applicable Cannabis Laws. The video surveillance system shall be web-based with direct access provided to the Montebello Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during hours of operation, pursuant to Applicable Cannabis Laws. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Montebello Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed by Owner shall be in possession of any firearm while on the Site without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the Site must provide the City Manager and the Montebello Police Department, ten (10) calendar days' notice before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is

employed by a law enforcement agency);

3) A copy of his or her California driver's license or California identification card; and

4) Any other information reasonably required by the Montebello Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the distribution, or transporting of cannabis shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks/Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis. Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to facilitate within a reasonable time following the issuance of a CUP to Owner Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owner shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the delivery-only retail and distribution of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Quality Control and Testing. Owner shall utilize industry standardized quality control measures and testing to ensure only the highest quality of commercial cannabis and infused products will be produced. Owner shall inspect the product to ensure its identity and quantity, and shall have a testing lab perform testing of random samples prior to distribution. Inspection and testing will be conducted by a state-licensed testing lab off-site, except for licensed distributors authorized to conduct testing on-site with a testing lab field representative present. Testing standards and procedures shall be in accordance with Applicable Cannabis Laws.

All commercial cannabis products will undergo a quality assurance review in accordance with state law prior to distribution. Inventory procedures will be utilized for tracking and taxing purposes by the state. Owner shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures.

h. Packaging of Commercial Cannabis and Infused Products. All Owner commercial cannabis products shall be packaged and labeled strictly in accordance with Applicable Cannabis Laws.

Owner intends to produce infused products and shall secure any approval from the County of Los Angeles Health Department required for manufacturing and handling such products. Owner infused products shall not be produced, manufactured, stored or packaged in private homes. All commercial cannabis infused products shall be individually wrapped at the original point of preparation strictly in accordance with Applicable Cannabis Laws.

i. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the California Cannabis Track and Trace System ("CCTT") required by Applicable Cannabis Laws.

Owner shall employ an electronic point of donation/sale system in accordance with Applicable Cannabis Laws for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities, or otherwise in compliance with state and local law and in accordance with Subsection 2(c) of this Agreement. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

j. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Applicable Cannabis Laws and complete and up-to-date records regarding the amount of commercial cannabis distributed, delivered or packaged at Owner's facility.

k. Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products. Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis cultivation, handling, storing, processing, or distribution

shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public;_or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

l. Odor Control. All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

m. Transportation Plan. Owner shall comply with all Applicable Cannabis Laws regarding transportation, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each transfer of commercial cannabis to other licensed entities, including the amount provided, the form or product category in which the commercial cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of each lawful licensed entity to whom delivery is made, and the amount of any related donation or other monetary transaction.

6. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and other owners of commercial cannabis facilities located within City of Montebello in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be reasonably approved by City.

b. Community Benefits Program. The Owner shall fund the establishment and implementation of a community benefits program which may include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, litigation defense, and special social and community organizations ("Community Benefits Program").

To fulfill its funding obligation for the Community Benefits Program, Owner agrees to pay the City of Montebello the yearly sum of **\$50,000.00 ("Montebello Community Benefits Program Fee" or "MCBPF")**. The first annual MCBPF shall be payable to the City on the date that the Certificate of Occupancy is issued to the Owner. Thereafter, the annual MCBPF shall be payable to the City on every July 1 for the term of the Agreement, and shall be pro-rated for any partial days during such period(s) of the Agreement.

The MCBPF is separate and apart from any Cannabis Operation Fee, or penalties therefrom. If the original term of this Agreement is mutually extended by the Parties, the annual minimum payment to this program will be amended accordingly.

c. Designation of Community Relations Liaison. Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, at the time of this Agreement, Owner's Designated Community Relations Liason, Jonatan Cvetko, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with Montebello Municipal Code / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Christian Nitu, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this

Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. At a minimum, the Owner endeavors to achieve a targeted local annual hiring goal of approximately 45% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner may contact and work with a job referral agency assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall periodically report on compliance with the local hiring goals as part of its annual audit report.

f. Living Wages. Living Wages. Owner shall pay make a good-faith effort all employees of the Facility, at a minimum, a Living Wage. A "Living Wage" is the higher of whatever the Owner currently pays its employees for similar work elsewhere or the following: the Full Cash Wage required to be paid by an employer to any similarly situated, educated, and/or credentialed individual under the City of Los Angeles Minimum Wage Ordinance [LAMC Sections 187 and 188], as adjusted annually.

g. Full-time Work. Owner shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner shall make a good faith effort to maintain a full-time employee level of more than 50%. Owner agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner under applicable state and federal employment laws.

h. Labor Peace Agreement. If Owner has twenty (20) or more employees at the time of this Agreement's signing, then Owner shall in good faith work with any labor organization for the purpose of collective bargaining and shall enter into and provide the City a copy of a labor peace agreement no later than one hundred and twenty (120) days after this Agreement's signing. Such Owner with twenty (20) or more employees but without a labor peace agreement at the time of this Agreement's signing shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization no later than one hundred and twenty (120) days after this Agreement's signing.

If Owner has less than twenty (20) employees at the time of this Agreement's signing, such Owner shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization if and when Owner has twenty (20) or more employees at any time during the Term of this Agreement. Such Owner with less than twenty (20) employees at the time of this Agreement's signing shall also provide the City a copy of the labor peace agreement no later than one hundred and twenty (120) days from hiring its twentieth (20th) employee, if and when such event occurs during the Term of this Agreement. Attached as Exhibit G, and incorporated herein is a true and correct copy of the actual Labor Peace Agreement; or applicable Notarized Statement of Intent. Owner shall abide by the terms of the labor peace agreement if and when so adopted in accordance with this Subsection. If Owner fails to comply with the labor peace agreement requirement in accordance with this Subsection, such failure shall constitute a default in accordance with Section 13 of this Agreement.

7. Payment of City Fees

a. Permit and Application Fees. Owner agrees to pay all permit fees and charges referenced in Montebello Municipal Code Chapters 5.90 and 17.71, and the amounts adopted by City Council by Resolution No. 19-14, effective February 13, 2019, as well as any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made.

b. Cannabis Operation Fees.

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, "canopy" means the designated area(s), except nurseries, that will contain mature plants at any point in time, as follows:

(1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;

(2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

As used herein, "**commercial cannabis activities**" means all permitted activities: e.g., cultivation, possession, manufacture, processing, storing, packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, "**Gross receipts**" shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "**Gross receipts**" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, "**Production Space**" means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the **Production Space** shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owner agrees to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life., Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

1. Manufacturing: 2% of gross receipts

2. Distribution: 2.5% of gross receipts, excluding distribution of products manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial cannabis activity conducted at the Site
3. Delivery-Only Retail: 2% of gross receipts
4. Cultivation: \$10.00 per square foot of canopy space, as may be amended from time to time pursuant to the CUP and/or this Agreement

Any subsequent years of operation after the first ten (10) year term of this Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of **Gross Receipts**.

The Cannabis Operation Fee shall begin to accrue **ninety (90)** days after a Certificate of Occupancy is granted. Owner shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 31, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

c. Owner understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

d. If Owner makes any changes to the interior layout of the Site that increases the amount of space allocated to those uses to which the per-square-foot Cannabis Operation Fee applies, Owner shall notify City in writing of such changes at least fourteen (14) calendar days prior to making such changes, and if approved by the City the per-square-foot fee shall be modified accordingly. If Owner fails to give City notice as required herein, Owner shall be responsible for paying to City a per-square-foot fee based on any increase in the amount of space allocated to those uses to which the per-square-foot fee applies retroactive to the date the CUP became effective.

8. Additional Owner Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than one-hundred twenty (120) days from the date Owner secures a CUP and every three months thereafter (Owner shall deliver to City a report (the "Quarterly Report"), pursuant to the quarterly payment schedule discussed hereinabove) showing (i) Gross Receipts from commercial cannabis activities for the immediate prior three months received by Owner, and a cumulative total of all amounts of Gross Receipts from commercial cannabis activities received by Owner for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

2) Statement of Receipts/Annual Audit. The Owner shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles ("GAAP") or other comprehensive version of accounting. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from commercial cannabis activities as herein required, Owner shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner, on no more than an annual basis, or at any time other upon reasonable basis therefor substantiated the City, to the extent necessary for a proper determination of Gross Receipts from commercial cannabis activities, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee, regionally recognized independent auditor approved in advance by the City. Upon request by City, Owner shall make all such books, records and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies thereof, within thirty (30) days of the date of City's request. Owner shall pay all reasonable costs of such audits. Owner shall preserve such books, records, documents, and other items in Montebello for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters

are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner and all other information concerning Owner's operation of the Site obtained by City as a result of the inspection audit and examination privileges of City hereunder (i.e. receipts and tax filings), except as otherwise required by a court order. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.), City shall provide Owner notice of any such request prior to disclosing any such information and shall refuse to disclose such information until such time as Owner has been given notice and afforded the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

3) Copies of Tax Filings. Owner shall provide the City with courtesy copies of each and every report Owner is required to provide to the County of Los Angeles or the State of California for sales, use, cannabis excise, or other gross receipts type taxes at the time such filings are required to be made, including any lawful extensions thereof.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative) an alternative revenue mechanism specifically related to commercial cannabis activities (e.g., a cannabis tax), Owner agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism to the extent the alternative revenue mechanism does not result in higher annual fees than the fees required under this Agreement. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations.

9. Insurance and Indemnity

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Section 9 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

- 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

- 3) Contain standard separation of insured provisions.

c. Automobile Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with policy limits that are in commercially reasonable amounts and in compliance with state law for such automotive liability insurance for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

- 3) Contain standard separation of insured provisions.

d. Workers’ Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, the statutorily required minimum amount of workers’ compensation insurance in accordance with applicable state workers’ compensation laws for all of Owner’s employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers’ compensation insurance for such contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers’ compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers’ compensation insurance with statutory limits and employer’s liability insurance of not less than the required statutory limits for each accident shall be maintained.

e. Other Insurance Requirements. Owners shall do all of the following:

- 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Section, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.
- 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.
- 3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.
- 4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.
- 5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

f. Indemnity. Owner agrees to indemnify, defend, and hold City, and its elected and appointed council, boards, commissions, officers, agents, employees, contractors, consultants and representatives, harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Owner or Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation of the Project.

10. Termination

a. Termination upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate or otherwise limit the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival after Termination. The rights and obligations of the Parties set forth in Section 14, Section 20, and Subsection 22(c), and Subsection 22(e), and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Resources Efficiency

Owner shall in good faith endeavor to reduce its environmental impact when possible. The design of the Site shall include reasonable water and energy conservation measures in accordance with applicable State regulations and the CUP.

12. Standard Conditions for Construction

During any on-site construction activities related to development of the Site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable terms and conditions of City's standard conditions for construction and the CUP. The Project shall comply with the applicable parking standards in accordance with the CUP.

13. Defaults and Remedies

a. Remedies in general. It is acknowledged by the Parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be reasonably cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable for monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Subsection 13(a), Subsection 13(b), and Subsection 13(c).

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Site is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Site.

b. Specific Performance. The Parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this

Agreement and should be available to all parties for the following reasons:

Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Site to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Site or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in Subsections 13(a), 13(b), and 13(c), Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Subsection 13(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting

forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Montebello, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Subsection 13(e) include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Site after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

14. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Site as contemplated by the Agreement, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. Owner hereby agrees to, and shall hold City,

its elective and appointive boards, commissions, officers, agents, attorneys, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees) which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Site; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Site; and (iii) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

d. Environmental Contamination. Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Site dedicated or transferred to City by Owner and further excepting any environmental conditions not within Owner's control nor directly associated with a Permitted Use, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental

conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

The provisions of this Section 14(d) do not apply to environmental conditions that predate Owner's ownership or control of the Site or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Site.

e. City to Approve Counsel. With respect to Subsections 14(a) through 14(d) only, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, conditioned, or delayed.

f. Accept Reasonable Good Faith Settlement. City shall not reject any reasonable good faith settlement offer regarding claims contemplated in this Section 14. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Subsection 14(f) applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Subsection 14(f) does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of Subsections 14(a) through 14(f) inclusive, shall survive the termination or expiration of the Agreement.

15. California Environmental Quality Act

Owner shall reimburse City for any and all reasonable costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

16. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force as of the Effective Date of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the Site, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application (i.e. not the Project) based on such existing or new rules, regulations, or policies.

17. CUP Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued CUP. If there is any conflict between a term of this Agreement and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

18. Periodic Reviews

This Agreement shall be subject to annual review. The Owner executing this Agreement, or successor in interest thereto, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner executing this Agreement, or successor in interest thereto, has not materially complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Planning Department. The Planning Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Subsection 22(g), "Force Majeure"). Owner shall submit an annual review and administration fee deposit not to exceed City's estimated internal and third-party costs associated with the review and

administration of this Agreement during the succeeding year. City shall provide Owner said estimate a reasonable time in advance of the annual review and administration fee deposit being due.

b. Conditional Use Permit. The operation of the business at all times shall be required to comply with the CUP and this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The City Manager, Community Development Director, or his or her designee(s) shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the special or periodic review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

g. Cost of Review. The reasonable costs incurred by City in connection with the periodic reviews shall be borne by Owner.

19. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Owner shall submit a transfer application to the City Manager or City Manager's

designee and pay any applicable transfer fee. The proposed transferee must show proof of lawful transfer of possession of the applicable location as may be acceptable to the City. Owner is aware it may take the City approximately six (6) months to process a transfer application.

Any assignment, delegation, subletting or assignment without the prior written consent of City shall be null and void. Any transfer, delegation, subletting or assignment by Owner as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, subletting or assignment is made is issued a CUP as required under Montebello Municipal Code Chapters 5.90 and 17.71.

Owner shall also comply with all proposed assignments and changes, including assignment and changes impacting a Development Agreement or a CUP, as required pursuant to state law, and Montebello Municipal Code Chapters 5.90 and 17.71.

20. Operating Commercial Cannabis Facility

Any Party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless:

- a. It is the holder of a valid CUP issued by City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and,
- b. At such time as the State of California requires commercial cannabis facilities and businesses to hold a valid license or permit issued by the State of California, it also holds such license or permit, unless, however, such permit or license is not required by the State of California for the type of commercial cannabis facility or business operation that is the subject of this Agreement.

21. Notices

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt

issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Blvd Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Telem Enterprises 8127 Slauson Avenue Montebello, CA 90640
With a copy to:	Jonatan Cvetko 4733 Torrance Blvd. #889 Torrance, CA 90277
If to Landlord:	Jack Cline, Jr. 500 Citadel Drive Suite 140 Commerce, CA 90040
With a courtesy copy to:	Mikael Long 501 Esplanade Apt. 122 Redondo Beach, CA 90277

22. Miscellaneous Provisions

Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest, except that minor amendments that do not affect a substantive provision of this Agreement may be approved by the City Manager on behalf of the City. The decision whether a proposed amendment is “minor” shall be in the reasonable good faith discretion of the City Manager, and consistent with Montebello Municipal Code Chapters 5.90 and 17.71.

- a. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.

- b. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any Party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Montebello, and/or the Montebello Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Montebello Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated CUP, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Montebello Municipal Code shall not be applied to the Site or Project. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the development standards and design guidelines to be adopted by the zoning code amendment.

- c. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full

force and effect.

- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- e. Jurisdiction. The law governing this Agreement shall be that of the State of California. Any suit brought by any party against any other party arising out of the performance of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be filed and maintained in the County of Los Angeles Superior Court.
- f. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any CUP issued pertaining to Owner or the property specified herein, California commercial cannabis cultivators, manufacturers, retailers, transporters, distributors, or possessors may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- g. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this Section 22. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.
- h. Costs and Fees. Intentionally omitted.
- i. Constructive Notice and Acceptance. Every person who after the Effective Date of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.
- j. Binding Effect of Recitals. The Parties agree that the Recitals above are true and correct and intend to be bound by same.
- k. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a

private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

- I. Changes to Project. The parties acknowledge that changes to the Project and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Site authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, “*Subsequent Development Approvals*” include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, “*Subsequent Land Use Regulations*” means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

- m. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and
 - (i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

 - (ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good

faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

- n. Effective Date. "Effective Date" means either the date of this Agreement approved by the City Council or the date of the CUP's approval by the City Planning Commission, whichever comes later.
- o. Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the officers or agents executing this Agreement on behalf of their respective corporations, partnerships, or other organizations is empowered to do so and hereby binds the respective corporation, partnership, or other organization. Additionally, Owner represents and warrants that each of the officers or agents executing this Agreement on behalf of its corporation, partnership, or other organization is an "owner" as defined by California Business and Professions Code Section 26001 and hereby binds the respective corporation, partnership, or other organization.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF MONTEBELLO

Telem Enterprises, LLC

Jack Hadjinian
Mayor

Name: Robin Robinson
Title: Owner and Managing Member

APPROVED AS TO FORM:

City Attorney
City of Montebello

EXHIBITS

- A. LEGAL DESCRIPTION [TO BE INSERTED]
- B. PARCEL MAP [TO BE INSERTED]
- C. SITE AND/OR FLOOR PLANS [TO BE INSERTED]
- D. RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT [TO BE INSERTED]
- E. PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM [TO BE INSERTED]
- F. CONDITIONS OF APPROVAL [TO BE INSERTED]
- G. LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT [TO BE INSERTED]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

MAP

EXHIBIT C

SITE AND/OR FLOOR PLANS

EXHIBIT D

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

EXHIBIT E

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

EXHIBIT F

CONDITIONS OF APPROVAL

EXHIBIT G

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

**COMMERCIAL CANNABIS BUSINESS DEVELOPMENT
AGREEMENT NO. 27-19 BETWEEN THE CITY OF MONTEBELLO AND
EPPEK, LLC**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of ____, 2019, (the "Execution Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City"), and **EPPEK, LLC**, a California limited liability company ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, Owner currently holds a legal or equitable interest in certain real property considered in this Agreement which has a development area of approximately 12,224 square feet located at 1040 Vail Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Number(s): 6353-015-002, and is more fully described in the Legal Description in Exhibit A, and shown on the map in Exhibit B. Both exhibits being attached hereto, respectively, and are incorporated herein by this reference;

WHEREAS, presently, Owner has a leasehold interest, with purchase option, in a portion of the Site for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to cultivation, delivery-only retail and distribution. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; California Revenue and Taxation Code §§ 34010-34021.5; California Vehicle Code §§ 2429.7 and 23222; California Water Code §§ 1831, 1847, and 13276; Cal. Code Regs. tit. 16, div. 4 (2019); Cal. Code Regs. tit. 3, div. 8, Ch. 1 (2019); Cal. Code Regs. tit. 17, div. 1, ch. 13 (2019); and the City of Montebello Municipal Code as it applies to such facilities, as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a cultivation site, delivery-only retailer site, and distribution site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility"), Owner shall be required to obtain a Conditional Use Permit from the City, and any and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, ultimately, Owner intends upon obtaining one or more permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Cultivation, Delivery-Only Retail and Distribution Facility at the Site. The definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized

tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in California Business & Professions Code Section 26001(al);

WHEREAS, on September 5, 2019 Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities. No such activities are allowed or authorized without this Agreement, a CUP, and all requirements having been satisfied pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, Owner presently intends to develop and open a Cultivation, Delivery-Only Retail and Distribution Facility on the Site consistent with the Applicable Cannabis Laws and project approvals (known as the "Project"). The Project will include cultivation, delivery-only retail, and distribution in accordance with the Applicable Cannabis Laws;

WHEREAS, the Project will consist of such final square footage to be consistent with Owner's final approved CUP, as may be amended pursuant to the CUP and/or this Agreement. The building will be divided into major spaces for cultivation, distribution, delivery and general business offices as follows:

Cultivation: The Project's cultivation area includes the following uses: flowering rooms, a drying and trimming room, a vegetation room and a cloning room. Total area of each of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Cultivation operations would occur 24-hours daily.

Non-storefront Retail Delivery: The retail delivery activities will occur within the delivery office located near the facility's main entry. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

General Business Offices: The Project will be open from 8:00 a.m. to 6:00 p.m., Monday through Friday.

Parking/Loading/Access: The proposed project provides parking spaces in accordance with the City-approved Site Plan.

Security: The Project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system,

establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71.

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in Exhibit C.

The Project will consist of a vertically integrated commercial cannabis facility compliant with Applicable Cannabis Laws that will provide several levels of cannabis production, and distribution.

This includes:

- 1) Cultivation and processing of young and mature cannabis plants.
- 2) Research and development of cannabis plants and strains.
- 3) Distribution of cannabis products.
- 4) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):
8:00 AM to 6:00 PM for general business hours, 24-hours for internal operations

[] Co-location, check if applicable:

Note: Applicable Cannabis Laws authorize a person to apply for and be issued more than one State annual license at one location provided the licenses premises are separate and distinct.

Owner has applied for the following State cannabis licenses:

- 1) **Cultivation**
- 2) **Distribution**
- 3) **Delivery-Only Retail**

Please see the Recitals of this Development Agreement for details for separate and distinct locations of each operation within the Premises.

WHEREAS, On February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, On June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to approve this Agreement. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner’s land use entitlements, if any, that have been applied for and approved by the City, for the Project shall vest for the term of this Agreement as described below, if applicable;

WHEREAS, after conducting a duly noticed CUP hearing on November 5, 2019, in conjunction with the City’s applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of the CUP. The Planning Commission found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City’s zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed meeting on December 18, 2019, in conjunction with the City’s applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of this Agreement, herein below, said provisions of this Agreement shall prevail.

2. Government Code and Municipal Code Required Elements

- a. Description of Property. Land situated in the City of Montebello, County of Los Angeles, State of California; whose street address is 1040 Vail Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Numbers: 6353-015-002.

- b. Owner and Other Person with Legal or Equitable Interest.

Owner: **EPPEK, LLC**

Nature of Interest: *Lease for 5 years and 28 days with original term commencing on September 3, 2019 and ending September 30, 2024.*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

- c. Permitted Uses. The Site may be used for a Cultivation, Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owner may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or City Council, as required, to amend the Permitted Uses at the Site.

- d. Zoning. Owner shall use commercially reasonable efforts to ensure that such activities outlined in Owner's CUP Application ("Application") are conducted pursuant to this Agreement and under the CUP shall comply with the Montebello Municipal Code, including the zoning ordinance, any applicable zoning development standards, and any and all development and construction

requirements contained therein, and/or as required by the City. Owner shall not conduct any business under this Agreement or under the CUP without having obtained all necessary permits, licenses, and approvals from the City and State of California, as required by Applicable Cannabis Laws, including the City of Montebello Municipal Code.

e. Compliance with CUP conditions of approval. Owner shall comply with all Conditions of Approval imposed against this Agreement, as enumerated in the CUP and attached as Exhibit F, and incorporated herein by reference.

3. Term

This Agreement shall commence on either the date of this Agreement's approval by the City Council or the date of the CUP approval by the City Planning Commission, whichever comes later ("Effective Date"), and end **ten (10)** years from the Effective Date, and it shall remain in full force and effect so long as the Site is used for a commercial cannabis facility as authorized under Montebello Municipal Code Chapters 5.90 and 17.71; provided, however, such use is not abandoned for a period of more than ninety (90) days.

This Agreement may be extended for one (1) additional **five (5)** year period following the expiration of the initial **ten (10)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than ninety (90) days before the expiration of the initial ten (10) year term that the Owner desires to extend this Agreement for an additional **five (5)** year period;

(ii) The Owner shows reasonably satisfactory evidence to the City that it has, and continues to have a legal and/or equitable interest in the Site and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Montebello Municipal Code Chapters 5.90 and 17.71, and all terms imposed by the City-issued CUP, including the timely renewal of a CUP if required; and

(v) The Owner shall not be in material default of any provision of any agreement between City and Owner relative to the development of the Site, the business operations as allowed by a CUP, or of any conditions of approval imposed upon any entitlement or CUP granted by the City relative to the development of the Site for which Owner has been given a written notice to cure by the City and for which Owner has not cured or

commenced to cure such material default within thirty (30) days, if and as provided by such agreement or condition of approval.

4. Owner's Site and Floor Plans

a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit C and incorporated into the Agreement.

b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works and Director of Community Development, or their respective designees, if required by the CUP. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities, if required by the CUP.

c. An exterior signage plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works & Director of Community Development, or their respective designees, in accordance with the procedures and requirements of the Montebello Municipal Code.

5. Facility Operations

a. Standard Operating Procedures. Owner is a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Cultivation, Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owner shall operate in accordance with all Applicable Cannabis Laws. Owner shall employ industry standard operating procedures to comply with Applicable Cannabis Laws. Owner's facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71, and such more specific operational requirements as applied by the CUP and this Agreement.

b. Security Plan. Owner shall secure approval of its proposed security plan by the Montebello Police Department or the City prior to operating, which approval shall not be unreasonably withheld, conditioned, or delayed. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with Applicable Cannabis Laws. The video surveillance system shall be web-based with direct access provided to the Montebello Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during hours of operation, pursuant to Applicable Cannabis Laws. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Montebello Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed by Owner shall be in possession of any firearm while on the Site without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the Site must provide the City Manager and the Montebello Police Department, ten (10) calendar days' notice before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state

or local agency authorizing him or her to possess such firearm;

2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

3) A copy of his or her California driver's license or California identification card; and

4) Any other information reasonably required by the Montebello Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the cultivation, distribution, or transporting of cannabis shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks/Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis. Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to facilitate within a reasonable time following the issuance of a CUP to Owner Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owner shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the delivery-only retail, cultivation, and distribution of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Quality Control and Testing. Owner shall utilize industry standardized quality control measures and testing to ensure only the highest quality of commercial cannabis and infused products will be produced. Owner shall inspect the product to ensure its identity and quantity, and shall have a testing lab perform

testing of random samples prior to distribution. Inspection and testing will be conducted by a state-licensed testing lab off-site, except for licensed distributors authorized to conduct testing on-site with a testing lab field representative present. Testing standards and procedures shall be in accordance with Applicable Cannabis Laws.

All commercial cannabis products will undergo a quality assurance review in accordance with state law prior to distribution. Inventory procedures will be utilized for tracking and taxing purposes by the state. Owner shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures.

h. Packaging of Commercial Cannabis and Infused Products. All Owner commercial cannabis products shall be packaged and labeled strictly in accordance with Applicable Cannabis Laws.

Owner intends to produce infused products and shall secure any approval from the County of Los Angeles Health Department required for manufacturing and handling such products. Owner infused products shall not be produced, manufactured, stored or packaged in private homes. All commercial cannabis infused products shall be individually wrapped at the original point of preparation strictly in accordance with Applicable Cannabis Laws.

i. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the California Cannabis Track and Trace System ("CCTT") required by Applicable Cannabis Laws.

Owner shall employ an electronic point of donation/sale system in accordance with Applicable Cannabis Laws for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities, or otherwise in compliance with state and local law and in accordance with Subsection 2(c) of this Agreement. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

j. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Applicable Cannabis Laws and complete and up-to-date records regarding the amount of commercial cannabis cultivated, produced, harvested, stored, distributed, or delivered at Owner's facility.

k Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products. Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public;_or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

l Odor Control. All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

m. Transportation Plan. Owner shall comply with all Applicable Cannabis Laws regarding transportation, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each transfer of commercial cannabis to other licensed entities, including the amount provided,

the form or product category in which the commercial cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of each lawful licensed entity to whom delivery is made, and the amount of any related donation or other monetary transaction.

6. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and other owners of commercial cannabis facilities located within City of Montebello in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be reasonably approved by City.

b. Community Benefits Program. The Owner shall fund the establishment and implementation of a community benefits program which may include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, litigation defense, and special social and community organizations ("Community Benefits Program").

To fulfill its funding obligation for the Community Benefits Program, Owner agrees to pay the City of Montebello the yearly sum of **\$50,000.00 ("Montebello Community Benefits Program Fee" or "MCBPF")**. The first annual MCBPF shall be payable to the City on the date that the Certificate of Occupancy is issued to the Owner. Thereafter, the annual MCBPF shall be payable to the City on every July 1 for the term of the Agreement, and shall be pro-rated for any partial days during such period(s) of the Agreement.

The MCBPF is separate and apart from any Cannabis Operation Fee, or penalties therefrom. If the original term of this Agreement is mutually extended by the Parties, the annual minimum payment to this program will be amended accordingly.

c. Designation of Community Relations Liaison. Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, at the time of this Agreement, Owner's day-to-day operations manager, ANDREW ANGULO, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with Montebello Municipal Code / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, ANDREW ANGULO, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and

regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. At a minimum, the Owner endeavors to achieve a targeted local annual hiring goal of approximately 45% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner may contact and work with a job referral agency assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall periodically report on compliance with the local hiring goals as part of its annual audit report.

f. Living Wages. Living Wages. Owner shall pay make a good-faith effort all employees of the Facility, at a minimum, a Living Wage. A "Living Wage" is the higher of whatever the Owner currently pays its employees for similar work elsewhere or the following: the Full Cash Wage required to be paid by an employer to any similarly situated, educated, and/or credentialed individual under the City of Los Angeles Minimum Wage Ordinance [LAMC Sections 187 and 188], as adjusted annually.

g. Full-time Work. Owner shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner

shall make a good faith effort to maintain a full-time employee level of more than 50%. Owner agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner under applicable state and federal employment laws.

h. Labor Peace Agreement. If Owner has twenty (20) or more employees at the time of this Agreement's signing, then Owner shall in good faith work with any labor organization for the purpose of collective bargaining and shall enter into and provide the City a copy of a labor peace agreement no later than one hundred and twenty (120) days after this Agreement's signing. Such Owner with twenty (20) or more employees but without a labor peace agreement at the time of this Agreement's signing shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization no later than one hundred and twenty (120) days after this Agreement's signing.

If Owner has less than twenty (20) employees at the time of this Agreement's signing, such Owner shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization if and when Owner has twenty (20) or more employees at any time during the Term of this Agreement. Such Owner with less than twenty (20) employees at the time of this Agreement's signing shall also provide the City a copy of the labor peace agreement no later than one hundred and twenty (120) days from hiring its twentieth (20th) employee, if and when such event occurs during the Term of this Agreement. Attached as Exhibit G, and incorporated herein is a true and correct copy of the actual Labor Peace Agreement; or applicable Notarized Statement of Intent. Owner shall abide by the terms of the labor peace agreement if and when so adopted in accordance with this Subsection. If Owner fails to comply with the labor peace agreement requirement in accordance with this Subsection, such failure shall constitute a default in accordance with Section 13 of this Agreement.

7. Payment of City Fees

a. Permit and Application Fees. Owner agrees to pay all permit fees and charges referenced in Montebello Municipal Code Chapters 5.90 and 17.71, and the amounts adopted by City Council by Resolution No. 19-14, effective February 13, 2019, as well as any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made.

b. Cannabis Operation Fees.

As used herein, "**Premises**" means the designated structure or structures and

land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, “canopy” means the designated area(s), except nurseries, that will contain mature plants at any point in time, as follows:

- (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;
- (2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and
- (3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

As used herein, “**commercial cannabis activities**” means all permitted activities: e.g., cultivation, possession, manufacture, processing, storing, packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, “**Gross receipts**” shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. “**Gross receipts**” include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, “**Production Space**” means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the **Production Space** shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owner agrees to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health,

safety, and welfare of the community and its residents and its quality of life., Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

1. Manufacturing: 2% of gross receipts
2. Distribution: 2.5% of gross receipts, excluding distribution of products manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial cannabis activity conducted at the Site
3. Delivery-Only Retail: 2% of gross receipts
4. Cultivation: \$10.00 per square foot of canopy space, as may be amended from time to time pursuant to the CUP and/or this Agreement

Any subsequent years of operation after the first ten (10) year term of this Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of **Gross Receipts**.

The Cannabis Operation Fee shall begin to accrue **ninety (90)** days after a Certificate of Occupancy is granted. Owner shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 31, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

c. Owner understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

d. If Owner makes any changes to the interior layout of the Site that increases the amount of space allocated to those uses to which the per-square-foot Cannabis Operation Fee applies, Owner shall notify City in writing of such

changes at least fourteen (14) calendar days prior to making such changes, and if approved by the City the per-square-foot fee shall be modified accordingly. If Owner fails to give City notice as required herein, Owner shall be responsible for paying to City a per-square-foot fee based on any increase in the amount of space allocated to those uses to which the per-square-foot fee applies retroactive to the date the CUP became effective.

8. Additional Owner Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than one-hundred twenty (120) days from the date Owner secures a CUP and every three months thereafter (Owner shall deliver to City a report (the "Quarterly Report"), pursuant to the quarterly payment schedule discussed hereinabove) showing (i) Gross Receipts from commercial cannabis activities for the immediate prior three months received by Owner, and a cumulative total of all amounts of Gross Receipts from commercial cannabis activities received by Owner for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

2) Statement of Receipts/Annual Audit. The Owner shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles ("GAAP") or other comprehensive version of accounting. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from commercial cannabis activities as herein required, Owner shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner, on no more than an annual basis, or at any time other upon reasonable basis therefor substantiated the City, to the extent necessary for a proper determination of Gross Receipts from commercial cannabis activities, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee, regionally recognized independent auditor approved in advance by the City. Upon request by City, Owner shall make all such books, records and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies

thereof, within thirty (30) days of the date of City's request. Owner shall pay all reasonable costs of such audits. Owner shall preserve such books, records, documents, and other items in Montebello for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner and all other information concerning Owner's operation of the Site obtained by City as a result of the inspection audit and examination privileges of City hereunder (i.e. receipts and tax filings), except as otherwise required by a court order. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.), City shall provide Owner notice of any such request prior to disclosing any such information and shall refuse to disclose such information until such time as Owner has been given notice and afforded the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

3) Copies of Tax Filings. Owner shall provide the City with courtesy copies of each and every report Owner is required to provide to the County of Los Angeles or the State of California for sales, use, cannabis excise, or other gross receipts type taxes at the time such filings are required to be made, including any lawful extensions thereof.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative) an alternative revenue mechanism specifically related to commercial cannabis activities (e.g., a cannabis tax), Owner agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism to the extent the alternative revenue mechanism does not result in higher annual fees than the fees required under this Agreement. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations.

9. Insurance and Indemnity

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Section 9 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably

satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.
- 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.
- 3) Contain standard separation of insured provisions.

c. Automobile Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with policy limits that are in commercially reasonable amounts and in compliance with state law for such automotive liability insurance for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;
- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;
- 3) Contain standard separation of insured provisions.

d. Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, the statutorily required minimum amount of workers' compensation insurance in accordance with applicable state workers' compensation laws for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to

provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance of not less than the required statutory limits for each accident shall be maintained.

e. Other Insurance Requirements. Owners shall do all of the following:

1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Section, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

f. Indemnity. Owner agrees to indemnify, defend, and hold City, and its elected and appointed council, boards, commissions, officers, agents, employees, contractors, consultants and representatives, harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Owner or Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation of the Project.

10. Termination

a. Termination upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate or otherwise limit the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival after Termination. The rights and obligations of the Parties set forth in Section 14, Section 20, and Subsection 22(c), and Subsection 22(e), and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Resources Efficiency

Owner shall in good faith endeavor to reduce its environmental impact when possible. The design of the Site shall include reasonable water and energy conservation measures in accordance with applicable State regulations and the CUP.

12. Standard Conditions for Construction

During any on-site construction activities related to development of the Site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable terms and conditions of City's standard conditions for construction and the CUP. The Project shall comply with the applicable parking standards in accordance with the CUP.

13. Defaults and Remedies

a. Remedies in general. It is acknowledged by the Parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during

any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be reasonably cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable for monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Subsection 13(a), Subsection 13(b), and Subsection 13(c).

Notwithstanding anything to the contrary contained herein, City covenants as

provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Site is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Site.

b. Specific Performance. The Parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Site to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Site or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in Subsections 13(a), 13(b), and 13(c), Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Subsection 13(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California

Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Montebello, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Subsection 13(e) include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Site after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

14. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Site as contemplated by the Agreement, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorneys, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees) which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Site; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Site; and (iii) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

d. Environmental Contamination. Owner shall indemnify and hold City, its

elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Site dedicated or transferred to City by Owner and further excepting any environmental conditions not within Owner's control nor directly associated with a Permitted Use, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

The provisions of this Section 14(d) do not apply to environmental conditions that predate Owner's ownership or control of the Site or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Site.

e. City to Approve Counsel. With respect to Subsections 14(a) through 14(d) only, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, conditioned, or delayed.

f. Accept Reasonable Good Faith Settlement. City shall not reject any reasonable good faith settlement offer regarding claims contemplated in this Section 14. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Subsection 14(f) applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Subsection 14(f) does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of Subsections 14(a) through 14(f) inclusive, shall survive the termination or expiration of the Agreement.

15. California Environmental Quality Act

Owner shall reimburse City for any and all reasonable costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-

15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorical Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

16. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force as of the Effective Date of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the Site, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application (i.e. not the Project) based on such existing or new rules, regulations, or policies.

17. CUP Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued CUP. If there is any conflict between a term of this Agreement and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

18. Periodic Reviews

This Agreement shall be subject to annual review. The Owner executing this Agreement, or successor in interest thereto, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner executing this Agreement, or successor in interest thereto, has not materially complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Planning Department. The Planning Department will schedule a

hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Subsection 22(g), "Force Majeure"). Owner shall submit an annual review and administration fee deposit not to exceed City's estimated internal and third-party costs associated with the review and administration of this Agreement during the succeeding year. City shall provide Owner said estimate a reasonable time in advance of the annual review and administration fee deposit being due.

b. Conditional Use Permit. The operation of the business at all times shall be required to comply with the CUP and this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The City Manager, Community Development Director, or his or her designee(s) shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the special or periodic review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

g. Cost of Review. The reasonable costs incurred by City in connection with the periodic reviews shall be borne by Owner.

19. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Owner shall submit a transfer application to the City Manager or City Manager's designee and pay any applicable transfer fee. The proposed transferee must show proof of lawful transfer of possession of the applicable location as may be acceptable to the City. Owner is aware it may take the City approximately six (6) months to process a transfer application.

Any assignment, delegation, subletting or assignment without the prior written consent of City shall be null and void. Any transfer, delegation, subletting or assignment by Owner as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, subletting or assignment is made is issued a CUP as required under Montebello Municipal Code Chapters 5.90 and 17.71.

Owner shall also comply with all proposed assignments and changes, including assignment and changes impacting a Development Agreement or a CUP, as required pursuant to state law, and Montebello Municipal Code Chapters 5.90 and 17.71.

20. Operating Commercial Cannabis Facility

Any Party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless:

- a. It is the holder of a valid CUP issued by City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and,
- b. At such time as the State of California requires commercial cannabis facilities and businesses to hold a valid license or permit issued by the State of California, it also holds such license or permit, unless, however, such permit or license is not required by the State of California for the type of commercial cannabis facility or business operation that is the subject of this Agreement.

21. Notices

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to

have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Blvd Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	ANDREW ANGULO 123 14 TH St Unit 1 Huntington Beach, CA 92648
If to Landlord:	JOHN CHANG c/o BIG JUNG, INC. 1752 Milano Circle Montebello, CA 90640

22. Miscellaneous Provisions

Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest, except that minor amendments that do not affect a substantive provision of this Agreement may be approved by the City Manager on behalf of the City. The decision whether a proposed amendment is “minor” shall be in the reasonable good faith discretion of the City Manager, and consistent with Montebello Municipal Code Chapters 5.90 and 17.71.

- a. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- b. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any Party hereto, or

successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Montebello, and/or the Montebello Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Montebello Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated CUP, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Montebello Municipal Code shall not be applied to the Site or Project. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the development standards and design guidelines to be adopted by the zoning code amendment.

- c. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.

- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- e. Jurisdiction. The law governing this Agreement shall be that of the State of California. Any suit brought by any party against any other party arising out of the performance of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be filed and maintained in the County of Los Angeles Superior Court.
- f. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any CUP issued pertaining to Owner or the property specified herein, California commercial cannabis cultivators, manufacturers, retailers, transporters, distributors, or possessors may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- g. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this Section 22. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.
- h. Costs and Fees. Intentionally omitted.
- i. Constructive Notice and Acceptance. Every person who after the Effective Date of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.
- j. Binding Effect of Recitals. The Parties agree that the Recitals above are true and correct and intend to be bound by same.
- k. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent

contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

- l. Changes to Project. The parties acknowledge that changes to the Project and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Site authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.
- m. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

 - (i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
 - (ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

- n. Effective Date. "Effective Date" means either the date of this Agreement approved by the City Council or the date of the CUP's approval by the City Planning Commission, whichever comes later.
- o. Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the officers or agents executing this Agreement on behalf of their respective corporations, partnerships, or other organizations is empowered to do so and hereby binds the respective corporation, partnership, or other organization. Additionally, Owner represents and warrants that each of the officers or agents executing this Agreement on behalf of its corporation, partnership, or other organization is an "owner" as defined by California Business and Professions Code Section 26001 and hereby binds the respective corporation, partnership, or other organization.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF MONTEBELLO

EPPEK, LLC

Jack Hadjinian
Mayor

Name: Andrew Angulo
Title: Owner, Member and CEO

APPROVED AS TO FORM:

City Attorney
City of Montebello

EXHIBITS

- A. LEGAL DESCRIPTION [TO BE INSERTED]
- B. PARCEL MAP [TO BE INSERTED]
- C. SITE AND/OR FLOOR PLANS [TO BE INSERTED]
- D. RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT [TO BE
INSERTED]
- E. PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM [TO BE
INSERTED]
- F. CONDITIONS OF APPROVAL [TO BE INSERTED]
- G. LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT [TO
BE INSERTED]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

MAP

EXHIBIT C

SITE AND/OR FLOOR PLANS

EXHIBIT D

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

EXHIBIT E

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

EXHIBIT F

CONDITIONS OF APPROVAL

EXHIBIT G

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

**COMMERCIAL CANNABIS BUSINESS DEVELOPMENT
AGREEMENT NO. 28-19 BETWEEN THE CITY OF MONTEBELLO AND
MTN GROUP, INC.**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of ____, 2019, (the "Execution Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City"), and **MTN GROUP, INC.**, a California corporation ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, Owner currently holds a legal or equitable interest in certain real property considered in this Agreement which has a development area of approximately 14,000 square feet located at 8040 Slauson Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Number(s): 6368-001-002, and is more fully described in the Legal Description in Exhibit A, and shown on the map in Exhibit B. Both exhibits being attached hereto, respectively, and are incorporated herein by this reference;

WHEREAS, presently, Owner has a leasehold interest, with purchase option, in a portion of the Site for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to commercial cannabis cultivation, manufacturing, delivery-only retail, and distribution. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; California Revenue and Taxation Code §§ 34010-34021.5; California Vehicle Code §§ 2429.7 and 23222; California Water Code §§ 1831, 1847, and 13276; Cal. Code Regs. tit. 16, div. 4 (2019); Cal. Code Regs. tit. 3, div. 8, Ch. 1 (2019); Cal. Code Regs. tit. 17, div. 1, ch. 13 (2019); and the City of Montebello Municipal Code as it applies to such facilities, as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a cannabis manufacture site, cultivation site, delivery-only retailer site, and distribution site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility"), Owner shall be required to obtain a Conditional Use Permit from the City, and any and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, ultimately, Owner intends upon obtaining one or more permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility at the Site. The

definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in California Business & Professions Code Section 26001(al);

WHEREAS, on October 17, 2019 Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities. No such activities are allowed or authorized without this Agreement, a CUP, and all requirements having been satisfied pursuant to Montebello Municipal Code Chapters 5.90 and 17.71;

WHEREAS, Owner presently intends to develop and open a Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility on the Site consistent with the Applicable Cannabis Laws and project approvals (known as the "Project"). The Project will include indoor cannabis manufacturing, cultivation, delivery-only retail, and distribution in accordance with the Applicable Cannabis Laws;

WHEREAS, the Project will consist of such final square footage to be consistent with Owner's final approved CUP, as may be amended pursuant to the CUP and/or this Agreement. The building will be divided into major spaces for cultivation, manufacturing, delivery, distribution and general business offices as follows:

Cultivation: The Project's cultivation area includes the following uses: pesticides storage room, flowering rooms, a drying and trimming room, harvest storage area, a vegetation room and a cloning room. Total area of each of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Cultivation operations would occur 24-hours daily.

Manufacturing: The Project will include a manufacturing room that would be used initially for packaging products. Under the manufacturing license, the Owner will conduct additional manufacturing activities including, volatile extraction (Type 7 Manufacturing). The total area of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Manufacturing operations would occur 24-hours daily.

Non-storefront Retail Delivery: The retail delivery activities will occur within the delivery office located near the facility's main entry. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation.

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws, including, but not

limited to specified hours of operation.

General Business Offices: The Project will be open from 9:00 a.m. to 6:00 p.m., Monday through Friday.

Parking/Loading/Access: The proposed project provides parking spaces in accordance with the City-approved Site Plan.

Security: The Project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71.

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in Exhibit C.

The Project will consist of a vertically integrated commercial cannabis facility compliant with Applicable Cannabis Laws that will provide several levels of cannabis production, processing, and distribution. Owner will develop, grow, process, manufacture, distribute, and deliver cannabis all within and from the Facility, thereby ensuring the highest quality and control from seed to sale, and minimizing exposure to foreign contaminants or additives.

This includes:

- 1) Cultivation and processing of young and mature cannabis plants.
- 2) Research and development of cannabis plants and strains.
- 3) Manufacturing of cannabis and its derivatives through volatile and non-volatile extraction.
- 4) Manufacturing of cannabis food products.
- 5) Packaging and storage of cannabis products.
- 6) Distribution of cannabis products.
- 7) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):
9:00 a.m. to 6:00 p.m. for general business hours, 24-hours for internal operations.

[] Co-location, check if applicable:

Note: Applicable Cannabis Laws authorize a person to apply for and be issued more than one State annual license at one location provided the licenses premises are separate and distinct.

Owner shall apply for the following State cannabis licenses:

- 1) **Cultivation**
- 2) **Manufacturing**
- 3) **Distribution**
- 4) **Delivery-Only Retail**

Please see the Recitals of this Development Agreement for details for separate and distinct locations of each operation within the Premises.

WHEREAS, On February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, On June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to approve this Agreement. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements, if any, that have been applied for and approved by the City, for the Project shall vest for the term of this Agreement as described below, if applicable;

WHEREAS, after conducting a duly noticed CUP hearing on November 5, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of the CUP. The Planning Commission found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed meeting on December 18, 2019, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of this Agreement, herein below, said provisions of this Agreement shall prevail.
2. Government Code and Municipal Code Required Elements
 - a. Description of Property. Land situated in the City of Montebello, County of Los Angeles, State of California; whose street address is 8040 Slauson Avenue, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Numbers: 6368-001-002.
 - b. Owner and Other Person with Legal or Equitable Interest.

Owner: **MTN GROUP, INC.**

Owner's Site Interest: Five (5) year lease term with two (2) additional sixty (60) month periods commencing when the prior term expires.

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the Site owner has consented in

writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

c. Permitted Uses. The Site may be used for a Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owner may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or City Council, as required, to amend the Permitted Uses at the Site.

d. Zoning. Owner shall use commercially reasonable efforts to ensure that such activities outlined in Owner's CUP Application ("Application") are conducted pursuant to this Agreement and under the CUP shall comply with the Montebello Municipal Code, including the zoning ordinance, any applicable zoning development standards, and any and all development and construction requirements contained therein, and/or as required by the City. Owner shall not conduct any business under this Agreement or under the CUP without having obtained all necessary permits, licenses, and approvals from the City and State of California, as required by Applicable Cannabis Laws, including the City of Montebello Municipal Code.

e. Compliance with CUP conditions of approval. Owner shall comply with all Conditions of Approval imposed against this Agreement, as enumerated in the CUP and attached as Exhibit F, and incorporated herein by reference.

3. Term

This Agreement shall commence on either the date of this Agreement's approval by the City Council or the date of the CUP approval by the City Planning Commission, whichever comes later ("Effective Date"), and end **ten (10)** years from the Effective Date, and it shall remain in full force and effect so long as the Site is used for a commercial cannabis facility as authorized under Montebello Municipal Code Chapters 5.90 and 17.71; provided, however, such use is not abandoned for a period of more than ninety (90) days.

This Agreement may be extended for one (1) additional **five (5)** year period following the expiration of the initial **ten (10)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than ninety (90)

days before the expiration of the initial ten (10) year term that the Owner desires to extend this Agreement for an additional **five (5)** year period;

(ii) The Owner shows reasonably satisfactory evidence to the City that it has, and continues to have a legal and/or equitable interest in the Site and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Montebello Municipal Code Chapters 5.90 and 17.71, and all terms imposed by the City-issued CUP, including the timely renewal of a CUP if required; and

(v) The Owner shall not be in material default of any provision of any agreement between City and Owner relative to the development of the Site, the business operations as allowed by a CUP, or of any conditions of approval imposed upon any entitlement or CUP granted by the City relative to the development of the Site for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such material default within thirty (30) days, if and as provided by such agreement or condition of approval.

4. Owner's Site and Floor Plans

a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit C and incorporated into the Agreement.

b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works and Director of Community Development, or their respective designees, if required by the CUP. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities, if required by the CUP.

c. An exterior signage plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works & Director of Community Development, or their respective designees, in accordance with the procedures and requirements of the Montebello Municipal Code.

5. Facility Operations

a. Standard Operating Procedures. Owner is a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis

Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Manufacturing, Cultivation, Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owner shall operate in accordance with all Applicable Cannabis Laws. Owner shall employ industry standard operating procedures to comply with Applicable Cannabis Laws. Owner's facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71, and such more specific operational requirements as applied by the CUP and this Agreement.

b. Security Plan. Owner shall secure approval of its proposed security plan by the Montebello Police Department or the City prior to operating, which approval shall not be unreasonably withheld, conditioned, or delayed. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with Applicable Cannabis Laws. The video surveillance system shall be web-based with direct access provided to the Montebello Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during hours of operation, pursuant to Applicable Cannabis Laws. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Montebello Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed by Owner shall be in possession of any firearm while on the Site without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the Site must provide the City Manager and the Montebello Police Department, ten (10) calendar days' notice before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Montebello Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of cannabis shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks/Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis. Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to

facilitate within a reasonable time following the issuance of a CUP to Owner Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owner shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the manufacturing, delivery-only retail, cultivation, and distribution of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Quality Control and Testing. Owner shall utilize industry standardized quality control measures and testing to ensure only the highest quality of commercial cannabis and infused products will be produced. Owner shall inspect the product to ensure its identity and quantity, and shall have a testing lab perform testing of random samples prior to distribution. Inspection and testing will be conducted by a state-licensed testing lab off-site, except for licensed distributors authorized to conduct testing on-site with a testing lab field representative present. Testing standards and procedures shall be in accordance with Applicable Cannabis Laws.

All commercial cannabis products will undergo a quality assurance review in accordance with state law prior to distribution. Inventory procedures will be utilized for tracking and taxing purposes by the state. Owner shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures.

h. Packaging of Commercial Cannabis and Infused Products. All Owner commercial cannabis products shall be packaged and labeled strictly in accordance with Applicable Cannabis Laws.

Owner intends to produce infused products and shall secure any approval from the County of Los Angeles Health Department required for manufacturing and handling such products. Owner infused products shall not be produced, manufactured, stored or packaged in private homes. All commercial cannabis infused products shall be individually wrapped at the original point of preparation strictly in accordance with Applicable Cannabis Laws.

i. Point of Sale Tracking System. Owner shall maintain an inventory control

and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the California Cannabis Track and Trace System ("CCTT") required by Applicable Cannabis Laws.

Owner shall employ an electronic point of donation/sale system in accordance with Applicable Cannabis Laws for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities, or otherwise in compliance with state and local law and in accordance with Subsection 2(c) of this Agreement. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

j. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Applicable Cannabis Laws and complete and up-to-date records regarding the amount of commercial cannabis cultivated, produced, manufactured, harvested, stored, tested, distributed, delivered or packaged at Owner's facility.

k. Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products. Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed

facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

l. Odor Control. All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

m. Transportation Plan. Owner shall comply with all Applicable Cannabis Laws regarding transportation, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each transfer of commercial cannabis to other licensed entities, including the amount provided, the form or product category in which the commercial cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of each lawful licensed entity to whom delivery is made, and the amount of any related donation or other monetary transaction.

6. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and other owners of commercial cannabis facilities located within City of Montebello in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be reasonably approved by City.

b. Community Benefits Program. The Owner shall fund the establishment and implementation of a community benefits program which may include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety,

litigation defense, and special social and community organizations ("Community Benefits Program").

To fulfill its funding obligation for the Community Benefits Program, Owner agrees to pay the City of Montebello the yearly sum of **\$50,000.00 ("Montebello Community Benefits Program Fee" or "MCBPF")**. The first annual MCBPF shall be payable to the City on the date that the Certificate of Occupancy is issued to the Owner. Thereafter, the annual MCBPF shall be payable to the City on every July 1 for the term of the Agreement, and shall be pro-rated for any partial days during such period(s) of the Agreement.

The MCBPF is separate and apart from any Cannabis Operation Fee, or penalties therefrom. If the original term of this Agreement is mutually extended by the Parties, the annual minimum payment to this program will be amended accordingly.

c. Designation of Community Relations Liaison. Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, at the time of this Agreement, Owner's day-to-day operations manager, Won Cho, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with Montebello Municipal Code / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Won Cho, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. At a minimum, the Owner endeavors to achieve a targeted local annual hiring goal of approximately 45% of total

operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner may contact and work with a job referral agency assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall periodically report on compliance with the local hiring goals as part of its annual audit report.

f. Living Wages. Living Wages. Owner shall make a good-faith effort to pay all employees of the Facility, at a minimum, a Living Wage. A "Living Wage" is the higher of whatever the Owner currently pays its employees for similar work elsewhere or the following: the Full Cash Wage required to be paid by an employer to any similarly situated, educated, and/or credentialed individual under the City of Los Angeles Minimum Wage Ordinance [LAMC Sections 187 and 188], as adjusted annually.

g. Full-time Work. Owner shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner shall make a good faith effort to maintain a full-time employee level of more than 50%. Owner agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner under applicable state and federal employment laws.

h. Labor Peace Agreement. If Owner has twenty (20) or more employees at the time of this Agreement's signing, then Owner shall in good faith work with any labor organization for the purpose of collective bargaining and shall enter into and provide the City a copy of a labor peace agreement no later than one hundred and twenty (120) days after this Agreement's signing. Such Owner with twenty (20) or more employees but without a labor peace agreement at the time of this Agreement's signing shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization no later than one hundred and twenty (120) days after this Agreement's signing.

If Owner has less than twenty (20) employees at the time of this Agreement's signing, such Owner shall in good faith provide a notarized Statement of Intent

to the City no later than this Agreement's signing, indicating that the Owner will enter into and abide by the terms of a labor peace agreement with any labor organization if and when Owner has twenty (20) or more employees at any time during the Term of this Agreement. Such Owner with less than twenty (20) employees at the time of this Agreement's signing shall also provide the City a copy of the labor peace agreement no later than one hundred and twenty (120) days from hiring its twentieth (20th) employee, if and when such event occurs during the Term of this Agreement. Attached as Exhibit G, and incorporated herein is a true and correct copy of the actual Labor Peace Agreement; or applicable Notarized Statement of Intent. Owner shall abide by the terms of the labor peace agreement if and when so adopted in accordance with this Subsection. If Owner fails to comply with the labor peace agreement requirement in accordance with this Subsection, such failure shall constitute a default in accordance with Section 13 of this Agreement.

7. Payment of City Fees

a. Permit and Application Fees. Owner agrees to pay all permit fees and charges referenced in Montebello Municipal Code Chapters 5.90 and 17.71, and the amounts adopted by City Council by Resolution No. 19-14, effective February 13, 2019, as well as any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made.

b. Cannabis Operation Fees.

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, "canopy" means the designated area(s), except nurseries, that will contain mature plants at any point in time, as follows:

(1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;

(2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

As used herein, “**commercial cannabis activities**” means all permitted activities: e.g., cultivation, possession, manufacture, processing, storing, packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, “**Gross receipts**” shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. “**Gross receipts**” include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, “**Production Space**” means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the **Production Space** shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owner agrees to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life., Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City (“Cannabis Operation Fee”):

1. Manufacturing: 2% of gross receipts
2. Distribution: 2.5% of gross receipts, excluding distribution of products manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial cannabis activity conducted at the Site
3. Delivery-Only Retail: 2% of gross receipts
4. Cultivation: \$10.00 per square foot of canopy space, as may be amended from time to time pursuant to the CUP and/or this Agreement

Any subsequent years of operation after the first ten (10) year term of this

Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of **Gross Receipts**.

The Cannabis Operation Fee shall begin to accrue **ninety (90)** days after a Certificate of Occupancy is granted. Owner shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 31, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

c. Owner understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

d. If Owner makes any changes to the interior layout of the Site that increases the amount of space allocated to those uses to which the per-square-foot Cannabis Operation Fee applies, Owner shall notify City in writing of such changes at least fourteen (14) calendar days prior to making such changes, and if approved by the City the per-square-foot fee shall be modified accordingly. If Owner fails to give City notice as required herein, Owner shall be responsible for paying to City a per-square-foot fee based on any increase in the amount of space allocated to those uses to which the per-square-foot fee applies retroactive to the date the CUP became effective.

8. Additional Owner Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than one-hundred twenty (120) days from the date Owner secures a CUP and every three months thereafter (Owner shall deliver to City a report (the “Quarterly Report”), pursuant to the quarterly payment schedule discussed hereinabove) showing (i) Gross Receipts from commercial cannabis activities for the immediate

prior three months received by Owner, and a cumulative total of all amounts of Gross Receipts from commercial cannabis activities received by Owner for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

2) Statement of Receipts/Annual Audit. The Owner shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles ("GAAP") or other comprehensive version of accounting. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from commercial cannabis activities as herein required, Owner shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner, on no more than an annual basis, or at any time other upon reasonable basis therefor substantiated the City, to the extent necessary for a proper determination of Gross Receipts from commercial cannabis activities, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee, regionally recognized independent auditor approved in advance by the City. Upon request by City, Owner shall make all such books, records and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies thereof, within thirty (30) days of the date of City's request. Owner shall pay all reasonable costs of such audits. Owner shall preserve such books, records, documents, and other items in Montebello for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner and all other information concerning Owner's operation of the Site obtained by City as a result of the inspection audit and examination privileges of City hereunder (i.e. receipts and tax filings), except as otherwise required by a court order. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.),

City shall provide Owner notice of any such request prior to disclosing any such information and shall refuse to disclose such information until such time as Owner has been given notice and afforded the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

3) Copies of Tax Filings. Owner shall provide the City with courtesy copies of each and every report Owner is required to provide to the County of Los Angeles or the State of California for sales, use, cannabis excise, or other gross receipts type taxes at the time such filings are required to be made, including any lawful extensions thereof.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative) an alternative revenue mechanism specifically related to commercial cannabis activities (e.g., a cannabis tax), Owner agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism to the extent the alternative revenue mechanism does not result in higher annual fees than the fees required under this Agreement. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations.

9. Insurance and Indemnity

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Section 9 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall also:

1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

3) Contain standard separation of insured provisions.

c. Automobile Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with policy limits that are in commercially reasonable amounts and in compliance with state law for such automotive liability insurance for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

3) Contain standard separation of insured provisions.

d. Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, the statutorily required minimum amount of workers' compensation insurance in accordance with applicable state workers' compensation laws for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance of not less than the required statutory limits for each accident shall be maintained.

e. Other Insurance Requirements. Owners shall do all of the following:

1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Section, including evidenced that such insurance will not be canceled, allowed to expire, or be materially

reduced in coverage without thirty (30) days prior written notice to City.

2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

f. Indemnity. Owner agrees to indemnify, defend, and hold City, and its elected and appointed council, boards, commissions, officers, agents, employees, contractors, consultants and representatives, harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Owner or Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation of the Project.

10. Termination

a. Termination upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate or otherwise limit the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival after Termination. The rights and obligations of the Parties set forth in Section 14, Section 20, and Subsection 22(c), and Subsection 22(e), and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Resources Efficiency

Owner shall in good faith endeavor to reduce its environmental impact when possible. The design of the Site shall include reasonable water and energy conservation measures in accordance with applicable State regulations and the CUP.

12. Standard Conditions for Construction

During any on-site construction activities related to development of the Site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable terms and conditions of City's standard conditions for construction and the CUP. The Project shall comply with the applicable parking standards in accordance with the CUP.

13. Defaults and Remedies

a. Remedies in general. It is acknowledged by the Parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be reasonably cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable for monetary damages, unless expressly provided for this

Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Subsection 13(a), Subsection 13(b), and Subsection 13(c).

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Site is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Site.

b. Specific Performance. The Parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Site to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Site or portions thereof. Owner

has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in Subsections 13(a), 13(b), and 13(c), Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Subsection 13(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such thirty (30) day

period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Montebello, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Subsection 13(e) include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Site after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

14. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Site as contemplated by the Agreement, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorneys, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement,

whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees) which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Site; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Site; and (iii) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

d. Environmental Contamination. Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Site dedicated or transferred to City by Owner and further excepting any environmental conditions not within Owner's control nor directly associated with a Permitted Use, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or

asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

The provisions of this Section 14(d) do not apply to environmental conditions that predate Owner's ownership or control of the Site or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Site.

e. City to Approve Counsel. With respect to Subsections 14(a) through 14(d) only, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, conditioned, or delayed.

f. Accept Reasonable Good Faith Settlement. City shall not reject any reasonable good faith settlement offer regarding claims contemplated in this Section 14. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Subsection 14(f) applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Subsection 14(f) does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of Subsections 14(a) through 14(f) inclusive, shall survive the termination or expiration of the Agreement.

15. California Environmental Quality Act

Owner shall reimburse City for any and all reasonable costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301 – Existing Facilities**. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

16. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and

official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force as of the Effective Date of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the Site, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application (i.e. not the Project) based on such existing or new rules, regulations, or policies.

17. CUP Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued CUP. If there is any conflict between a term of this Agreement and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

18. Periodic Reviews

This Agreement shall be subject to annual review. The Owner executing this Agreement, or successor in interest thereto, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner executing this Agreement, or successor in interest thereto, has not materially complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Planning Department. The Planning Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Subsection 22(g), "Force Majeure"). Owner shall submit an annual review and administration fee deposit not to exceed City's estimated internal and third-party costs associated with the review and administration of this Agreement during the succeeding year. City shall provide Owner said estimate a reasonable time in advance of the annual review and administration fee deposit

being due.

b. Conditional Use Permit. The operation of the business at all times shall be required to comply with the CUP and this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The City Manager, Community Development Director, or his or her designee(s) shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the special or periodic review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

g. Cost of Review. The reasonable costs incurred by City in connection with the periodic reviews shall be borne by Owner.

19. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Owner shall submit a transfer application to the City Manager or City Manager's designee and pay any applicable transfer fee. The proposed transferee must show proof of lawful transfer of possession of the applicable location as may be

acceptable to the City. Owner is aware it may take the City approximately six (6) months to process a transfer application.

Any assignment, delegation, subletting or assignment without the prior written consent of City shall be null and void. Any transfer, delegation, subletting or assignment by Owner as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, subletting or assignment is made is issued a CUP as required under Montebello Municipal Code Chapters 5.90 and 17.71.

Owner shall also comply with all proposed assignments and changes, including assignment and changes impacting a Development Agreement or a CUP, as required pursuant to state law, and Montebello Municipal Code Chapters 5.90 and 17.71.

20. Operating Commercial Cannabis Facility

Any Party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless:

- a. It is the holder of a valid CUP issued by City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and,
- b. At such time as the State of California requires commercial cannabis facilities and businesses to hold a valid license or permit issued by the State of California, it also holds such license or permit, unless, however, such permit or license is not required by the State of California for the type of commercial cannabis facility or business operation that is the subject of this Agreement.

21. Notices

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other

address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Montebello
1600 W. Beverly Blvd
Montebello, California 90640
Attention: City Manager

With a copy to: City Attorney
13181 Crossroads Parkway North
Suite 400 – West Tower
City of Industry, California 91746

If to Owner: Lambert Hahm
MTN Group, Inc.
915 Mateo St., No. 204
Los Angeles, CA 90021

With a copy to: Michael Azat
The Azat Law Group
99 S. Lake Ave., Suite 208
Pasadena, CA 91101

If to Landlord: Salpaka Family Revocable Living Trust U/T/D April
26, 1989
1247 Northhampton Way
Fullerton, CA 92833

With a courtesy copy to: William and Virginia Salpaka
1247 Northhampton Way
Fullerton, CA 92833

22. Miscellaneous Provisions

Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest, except that minor amendments that do not affect a substantive provision of this Agreement may be approved by the City Manager on behalf of the City. The decision whether a proposed amendment is “minor” shall be in the reasonable good faith discretion of the City Manager, and consistent with Montebello Municipal Code Chapters 5.90 and 17.71.

- a. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- b. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any Party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Montebello, and/or the Montebello Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Montebello Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated CUP, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Montebello Municipal Code shall not be applied to the Site or Project. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the development standards and design guidelines to be adopted by the zoning code amendment.

- c. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- e. Jurisdiction. The law governing this Agreement shall be that of the State of California. Any suit brought by any party against any other party arising out of the performance of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be filed and maintained in the County of Los Angeles Superior Court.
- f. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any CUP issued pertaining to Owner or the property specified herein, California commercial cannabis cultivators, manufacturers, retailers, transporters, distributors, or possessors may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- g. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this Section 22. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.
- h. Costs and Fees. Intentionally omitted.
- i. Constructive Notice and Acceptance. Every person who after the Effective Date of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

- j. Binding Effect of Recitals. The Parties agree that the Recitals above are true and correct and intend to be bound by same.
- k. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.
- l. Changes to Project. The parties acknowledge that changes to the Project and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Site authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.
- m. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

- n. Effective Date. "Effective Date" means either the date of this Agreement approved by the City Council or the date of the CUP's approval by the City Planning Commission, whichever comes later.
- o. Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the officers or agents executing this Agreement on behalf of their respective corporations, partnerships, or other organizations is empowered to do so and hereby binds the respective corporation, partnership, or other organization. Additionally, Owner represents and warrants that each of the officers or agents executing this Agreement on behalf of its corporation, partnership, or other organization is an "owner" as defined by California Business and Professions Code Section 26001 and hereby binds the respective corporation, partnership, or other organization.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF MONTEBELLO

MTN GROUP, INC.

Jack Hadjinian
Mayor

Name: Lambert Hahm
Title: Secretary and CFO

APPROVED AS TO FORM:

City Attorney
City of Montebello

EXHIBITS

- A. LEGAL DESCRIPTION [TO BE INSERTED]
- B. PARCEL MAP [TO BE INSERTED]
- C. SITE AND/OR FLOOR PLANS [TO BE INSERTED]
- D. RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT [TO BE
INSERTED]
- E. PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM [TO BE
INSERTED]
- F. CONDITIONS OF APPROVAL [TO BE INSERTED]
- G. LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT [TO
BE INSERTED]

EXHIBIT A

LEGAL DESCRIPTION

*LAND DESC IN DOC 0001260, 76-2-2 *TR=EAST LAGUNA*1/2 VAC ST ADJ ON SE
AND POR OF LOT 19

EXHIBIT B

MAP

EXHIBIT C

SITE AND/OR FLOOR PLANS

EXHIBIT D

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

EXHIBIT E

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

EXHIBIT F

CONDITIONS OF APPROVAL

EXHIBIT G

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Adopt, Advertise and Authorize the Award of Construction for the “Paving the Way” Phase 1, Street Improvement Project.**

DATE: December 18, 2019

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Plans and Specifications for Phase 1A of the “Paving the Way” Street Improvement Project (C.P. 875) as prepared by Infrastructure Engineers;
- 2) Authorize Staff to Advertise a Notice Inviting Bids for the Project and designate January 14, 2020 at 11:10 a.m., as the bid opening date;
- 3) Authorize the City Manager to Award and Execute the Contract on behalf of the City to the lowest responsive and responsible bidder up to \$2,500,000, including a project contingency;
- 4) Find the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), per Section 15301, Class 1 (Existing Facilities).

BACKGROUND/ANALYSIS

The City Council at the regularly scheduled meeting of September 25, 2019 proceeded with the issuance of bonds and the related procedures to start the process of repairing the City’s aging infrastructure. Phase 1 of this process has identified thirty-nine (39) streets “Attachment A” that are in immediate need of infrastructure repairs. Phase 1 has been divided into Phase 1A and Phase 1B. Phase 1A includes the repair and/or replacement of ADA ramps, driveway approaches, curbs, gutters, sidewalks, concrete drainage areas, and spot repair of the asphalt streets. The engineer’s estimate for the work to be performed is \$1,700,000. Phase 1B will complete the actual street resurfacing work upon completion of Phase 1 in April 2020 as a separate contract. A full set of Plans and Specifications for Phase 1A are available for review in the Office of the City Clerk. The

Notice Inviting Bids has been prepared and will be published in a local newspaper on December 19, 2019 and December 26, 2019, and for two weeks on the Green Sheets. The notice and the plans and specifications will be posted on Planet Bids.

Delegating to the City Manager or his designee, the authority to award and execute this contract will allow an expedited contracting process to procure a contractor and expeditiously facilitate the construction delivery of the project.

The contract agreement will be in the form previously reviewed and approved by the City Attorney.

In accordance with established City protocol, the City of Montebello Municipal Code and California Public Contract Code, this project will be contracted on an open and competitive bid basis. A request for sealed bids will be published and the sealed bids will be opened in the manner prescribed by code. Under the authority of this City Council action, the City Manager will review the bids and award the contract to the lowest responsive/responsible bidder meeting all the prescribed qualifications and criteria set forth.

FISCAL IMPACTS

The total amount allocated to this Project for construction and administrative costs is \$2,750,000. This Project will be funded by revenue proceeds from the recently approved Street Improvement Bond, which is estimated to generate \$27,500,000.

SUMMARY

The City Council will consider: 1) approve the Plans and Specifications for Phase 1 of the "Paving the Way" Street Improvement Project (C.P. 875), as prepared by Infrastructure Engineers; 2) authorize Staff to advertise a Notice Inviting Bids for the Project and designate January 14, 2020 at 11:10 a.m., as the bid opening date; 3) authorize the City Manager to award and execute the Contract on behalf of the City to the lowest responsive and responsible bidder up to \$2,500,000; and 4) find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); and 5) take such additional, related action that may be desirable.

ATTACHMENTS

Attachment A – List of Streets Phase 1

ATTACHMENT A - LIST OF STREETS					
PAVING THE WAY FY 2019-2020					
Item No.	Street	Limit	Length (FT)	Width (FT)	Area (SF)
1	Barr Ave.	N Findlay Ave_N Hendricks St	280	31	8680
2	Barr Ave.	N Hendricks St_N Leonard St	238	37	8806
3	Barr Ave.	N Leonard St_N Bradshawe St	248	38	9424
4	Barr Ave.	N Bradshawe St_Keenan St	270	38	10260
5	Charleston Way	Park Ave_N Taylor Ave	464	27	12528
6	Dewar Ave.	Leonard St_Hendricks St	306	37	11322
7	Dewar Ave.	N Hendricks St_N Findlay Ave	304	37	11248
8	Findlay Ave.	Barr Ave_Via San Delarro	1175	30	35250
9	Harding Str.	Wilcox Ave_Morris Pl	458	26	11908
10	Harding Str.	End_21st St	159	36	5724
11	Harding Str.	21st St_20th St	316	36	11376
12	Harding Str.	20th St_19th St	333	36	11988
13	Harding Str.	19th St_18th St	330	36	11880
14	Harding Str.	N Maple Ave_N Vail Ave	826	36	29736
15	Harding Str.	N Vail Ave_18th St	331	36	11916
16	Los Angeles Ave.	Maple Ave_End	650	32	20800
17	Los Angeles Ave.	Maple Ave_S Park Ave	298	37	11026
18	Masser PL.	Maple Ave_End	340	27	9180
19	N Hendricks St.	Barr Ave_Via San Delarro St	1013	37	37481
20	N Hendricks St.	Via San Delarro St_W Beverly Blvd	280	37	10360
21	N Hendricks St.	W Beverly Blvd_End	100	36	3600
22	N Leonard St.	Via Compo_Dewar Ave	742	37	27454
23	N Park Ave.	W Whitter Blvd_W Cleveland Ave	650	36	23400
24	S Taylor Ave.	W Whitter Blvd_W Cleveland Ave	659	36	23724
25	Via lucia	Via Val Verde_N Hay St	1006	30	30180
26	Via san Delarro	Bradshawe St_N Hendricks St	600	36	21600
27	Via san Delarro	N Hendricks St_N Findlay Ave	285	31	8835
28	Via Vista Dr.	Madison Ave_Via Corona St	997	30	29910
29	W Madison Ave.	N Maple Ave_Taylor Ave	828	36	29808
30	W Madison Ave.	Maple Ave_N Vail Ave	826	36	29736
31	W Via Corona	Wilcox Ave_Via Val Verde	788	37	29156
32	W Via Corona	Via Val Verde_N Concourse Ave	650	30	19500
33	W Victoria Ave.	Morris Place_Wilcox Ave	810	31	25110
34	W Victoria Ave.	Maple Ave_18th St	1120	37	41440
35	N Bradshawe St.	Dewar Ave_Via Campo	744	38	28272
36	Keenan St.	Dewar Ave_Via Campo	730	38	27740
37	Cleveland Ave.	Concourse Ave_End	228	30	6840
38	Cleveland Ave.	Concourse Ave_Via Vista	789	30	23670
39	Harding Ave.	Maple St_Taylor	815	36	29340

AGREEMENT NO. 3066

THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Third Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS ("**Third Amendment**") is entered into this December 18, 2019, by and between Infrastructure Engineers, ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "Agreement"), pursuant to which City retained Consultant to provide engineering services, as further described in the Agreement;

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

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, on or about March 22, 2019, the Parties executed the Agreement for an additional one (1) year term via the Second Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, The City Council by the unanimous vote on August 28, 2019 authorized the City Manager to negotiate an amendment to the exiting Agreement to facilitates implementation of a Street Improvement Bond to be implement over a three-year period; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 2. Compensation.

For the Term of this Third Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement and as shown in Consultant's Proposal, dated January 27, 2015. However, for the design of the capital projects (Paving The Way), the program management, studies, construction management and other ancillary services the Consultant shall be compensated at the rate and in an amount not to exceed \$895,107 per Consultant's proposal dated October 27, 2019, hereto attached as Exhibit "A" to this Amendment.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

René Bobadilla
City Manager

Sid Mousavi
CEO

ATTEST

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Approve Plans and Specifications for CP 858 – Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue, (FY 2019/2020), find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), and authorize the Public Works Department to advertise for bids and designate January 13, 2020 at 11:10 a.m. as the Bid Opening Date

DATE: December 18, 2019

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 858, Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue, FY 2019/2020.
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA)
- 3) Authorize the Public Works Department to advertise for bids and designate January 13, 2020 at 11:10 a.m., as the bid opening date.

BACKGROUND

As part of the FY 2016/17 Capital Improvement Program Budget, the City Council approved an allocation of \$801,045 (in STPL and Measure R Funds) to complete improvements on Arroyo Drive (from Astra Avenue to Rose Glen). The improvements included pavement resurfacing, both repairs and new installation of sidewalk, improvement to the storm drain system (including construction of a bioswale), pavement striping and markings, new traffic signal loops, tree trimming, etc.

On January 9, 2019, after receiving a staff report detailing that the Project was underfunded based on the Engineer's Estimate of \$1,090,000 and as such the Project required additional appropriation if the City desired to moved forward with the Project.

ITEM #16

The City Council approved a resolution of appropriation increasing the Project budget as shown below:

<u>Funding</u>	<u>Current Allocation</u>	<u>Proposed Allocation</u>
Measure R (Design & CON)	\$146,045	\$ 146,045
STPL Funds (CON/CE)	<u>\$655,000</u>	<u>\$ 1,063,000</u>
	\$801,045	\$ 1,209,045

The above new allocation was also considered and approved by Metro in the first quarter of 2019. The Project Plans and Specifications are available at the Office of the City Clerk for inspection. The Project will be advertised on Planet Bids, the GreenSheet and local newspaper.

ANALYSIS

On November 4, 2019, the City received Caltrans approval of the E-76 allowing the City to proceed with soliciting bids and awarding a construction contract the Project. However, no construction work or Project invoices can be generated until the City approves an agreement with Caltrans for the reimbursement of the Project (normally referred to as the Program Supplemental Agreement to the Master Administrative Agency Federal-Aid Program Agreement). It is estimated that this Agreement will be received by the City within the next 30 days and will be presented to City Council for consideration and approval, as required by Caltrans.

Infrastructure Engineers has completed the design of the Project, as well as, the necessary Plans and Specifications. Avant-Garde has prepared and submitted all the required documents to obtain the E-76 approval from Caltrans. Hence, the Project is ready for advertising and approval.

FISCAL IMPACTS

There is no material fiscal impact with this item. Staff will present to City Council at a later date its recommendation to award a contract based on the bid results.

SUMMARY

The City Council will consider approval of the Plans and Specifications for C.P. 858, Arroyo Drive Improvements Project (Astra Drive to Rose Glen Avenue), finding the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), and authorizing the Public Works Department to advertise for bids and designate January 13, 2020 at 11:10 a.m., as the bid opening date.

ATTACHMENTS

Caltrans Authorization/Agreement Summary (or Finance Letter), received on November 4, 2019

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 07-LA-0-MTBL
 PREFIX: STPL
 PROJECT NO: 5247(025)
 SEQ NO: 1
 STATE PROJ NO: 0718000135L-N
 AGENCY: MONTEBELLO
 ROUTE:
 DISASTER NO:

PROJECT LOCATION:
 ARROYO DRIVE : FROM ASTRA DRIVE TO ROSA GLEN AVE.
 TYPE OF WORK:
 AC PAVEMENT, C&G, SIDEWALK, SIGNAL LOOP DETECTORS ETC.
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
 ENV STATUS / DT: 11/16/2017
 RW STATUS / DT: 1 09/28/2018
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:

PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

TIP DATA

MPO: SCAG
 FSTIP YR: 19/20
 STIP REF:
 FSTIP ID NO: LA11G1

BRIDGE NO:

<u>PROG CODE</u>	<u>LINE NO</u>	<u>IMPV TYPE</u>	<u>FUNC SYS</u>	<u>URBAN AREA</u>	<u>URB/RURAL</u>	<u>DEMO ID</u>
Z230	30	04				
Z230	31	17				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PE PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	PE THIS REQUEST	\$0.00	\$0.00	\$0.00
	PE SUBTOTAL	\$0.00	\$0.00	\$0.00
R/W	RW PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	RW THIS REQUEST	\$0.00	\$0.00	\$0.00
	RW SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	CON PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	CON THIS REQUEST	\$1,091,900.00	\$1,063,000.00	\$0.00
	CON SUBTOTAL	\$1,091,900.00	\$1,063,000.00	\$0.00
OTH	OTH PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	OTH THIS REQUEST	\$0.00	\$0.00	\$0.00
	OTH SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:		\$1,091,900.00	\$1,063,000.00	\$0.00

STATE REMARKS

07/18/2019 This request is for Cons and Cons. Engg

10/21/2019 Seq #1: Authorize federal funds for CC in the amount of \$968,000 and for CE in the amount of \$95,000 under Z230. Lumpsum and toll credit were selected.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON
 FOR: CONS AND CE
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: JHA, RAJESH
 REVIEWED IN FADS BY: NGUYEN, QUANG
 SUBMITTED IN FADS BY: NGUYEN, ROBERT
 PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED
 E-76 AUTHORIZED DATE IN FMIS BY: JIYOUNG AHN

ON 2019-10-22 897-2944
 ON 2019-10-23 653-6230
 ON 2019-10-28 FOR CALTRANS
 ON 2019-10-28 FOR FHWA
 ON 2019-11-01 18:39:42.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5247(025) AS OF 11/04/2019

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	JERILYNN FOGLE	10/30/2019
	JERILYNN FOGLE	10/30/2019
	JYOUNG AHN	11/01/2019

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	NGUYEN, ROBERT	10/28/2019

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: A request to accept as complete Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958 (C.P. No. 795) Bid #12-18, Federally Funded Project HSIPL – 5247 (020)

DATE: December 18, 2019

RECOMMENDATION

That the City Council accepts as complete Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958, C.P. No. 795, Bid No. 12-18, Federally Funded Project HSIPL-5247(020) ("Project") and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

As part of FY 2014-2015 Capital Improvement Budget, a combined total of \$814,577 was appropriated for this Project. The Project is funded by an HSIPL funds in the amount of \$653,997 supplemented by an appropriation from Prop C Local Returns.

The City Council, at its meeting of July 22, 2015 awarded a contract to PTM Engineering Services, Inc., in the amount of \$692,039 to construct the project and authorized the City Manager to execute the contract.

The improvements for this project included traffic signal modifications, traffic signal synchronization, median modifications, electronic traffic signage and traffic striping and markings.

On August 3, 2015 the Contractor started work. Late in 2015 meetings were held to discuss a grade separation which would lower Montebello Boulevard below the UPRR tracks. Although, the Grade Separation Project has been on the table for many years, it was not until the Montebello Way Traffic Signal Improvements was underway (after equipment acquisition, etc.) that a decision was made to proceed with the Grade Separation Project. Some of the proposed improvements for the Montebello Way Traffic Signal Improvements Project will be removed by the Grade Separation Project.

After discussions with Caltrans Local Assistance and Caltrans Headquarters, the decision was made to down-scope and terminate the Montebello Way Traffic Signal Project. Many of the benefits of the Project would be severely shortened by the construction of the grade separation. Down-scoping the project required that the City would pay for work completed up to December 28, 2017 and file a Notice of Completion in order for the City to be eligible for reimbursement from Caltrans.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor thirty-five (35) days after recordation of the Notice of Completion.

ANALYSIS

The Contractor completed construction of this project on December 28, 2017. The City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

\$ 5,344.00	Engineering Study
\$ 83,045.00	Design Phase (Plans, Specifications, & Estimate)
\$ 34,602.00	Project Management
\$ 55,363.00	Construction Management & Inspection
\$ 13,810.00	Federal Fund Administration
\$ 692,039.00	Construction Contract Cost
\$ 884,203.00	TOTAL

FISCAL IMPACTS

This Project, totaling \$884,203, is funded with Prop C and HSIPL Funds. There is no impact on the General Fund.

SUMMARY

The City Council is requested to accept as complete Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958, C.P. No. 795, Bid No. 12-18, Federally Funded Project HSIPL-5247(020) and authorize the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

NAME CITY OF MONTEBELLO
CITY CLERK

STREET ADDRESS 1600 W Beverly Blvd.

CITY Montebello.

STATE CA

ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on December 28, 2017. The general scope of work consisted of traffic signal modifications, signage, traffic striping & markings and associated electrical improvements.

8. The name of the contractor, if any, for such work of improvement was PTM Engineering Services, Inc. July 23, 2015

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958, C.P. No. 795, Bid No. 12-18, Federally Funded Project HSIPL-5247(020)**

Samuel T Kouri, City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion: I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2019 at City of Montebello, Montebello, CA

_____ (Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Danilo Batson, Director of Public Works
SUBJECT: **Traffic Safety Analysis for the Intersections of Beverly Boulevard and 20th Street and Beverly and 21st Street**
DATE: December 18, 2019

RECOMMENDATIONS

It is recommended that City Council:

- 1) Consider the findings and recommendations of the Traffic Safety Analysis completed by Infrastructure Engineers for the intersections of Beverly Boulevard and 20th Street and Beverly Boulevard and 21th Street, and direct staff as to which alternative to implement at these locations.

BACKGROUND/ANALYSIS

On October 10, 2019, a notice was posted at 21st Street and Beverly Boulevard notifying the public that the crosswalk may be removed and relocated to 20th Street and Beverly Boulevard. The Public Notice also served as a notice for a Traffic & Safety Commission Meeting (or Public Meeting) scheduled for November 12, 2019 at which the item would be heard and discussed. Although, the Traffic & Safety Commission Meeting was held, this specific item was postponed as the traffic study needed further review. At the time, no public comments had been received (either in favor or against the removal and/or relocation of the existing crosswalk at Beverly Blvd and 21st Street). After the item had been postponed one individual (from the Dentist Clinic at the northwest corner of Beverly and 21st Street) came to the meeting. He was informed that the item had been postponed.

This posting was placed in the field at the location of the existing crosswalk to give notice to the public of the possible removal of the existing crosswalk. The following excerpt from the California Vehicle Code provides the detailed requirements for public posting.

California Vehicle Code (2014)
Removal of Marked Crosswalk: Notification

21950.5.

- (a) An existing marked crosswalk may not be removed unless notice and opportunity to be heard is provided to the public not less than 30 days prior to the scheduled date of removal. In addition to any other public notice requirements, the notice of proposed removal shall be posted at the crosswalk identified for removal.
- (b) The notice required by subdivision (a) shall include, but is not limited to, notification to the public of both of the following:
 - (1) That the public may provide input relating to the scheduled removal.
 - (2) The form and method of providing the input authorized by paragraph (1).

Added Sec. 9, Ch. 833, Stats. 2000. Effective January 1, 2001.

On September 11, 2019, the City Council directed staff to evaluate the crosswalk at Beverly Blvd and 21st Street and the intersection of Beverly and 20th Street. City Staff in turn requested Infrastructure Engineers to perform a traffic safety analysis of the aforementioned intersections. In order to evaluate this request, the following items were reviewed and conducted:

- Reviewed previous traffic study of the subject intersections dated August 23, 2016, and
- Field investigation of site-specific conditions, intersection geometrics, sight distance, and potential physical obstructions, and
- Review of peak-hour, 24-hour traffic count data, and gap data, and
- Review at traffic collision history for the past three years; and
- Review of applicable California Manual on Uniform Traffic Control Devices (CAMUTCD) signal warrants.

Location

The intersection of Beverly Boulevard with 20th Street is located approximately 833 feet east of the signalized intersection of Beverly Boulevard and Wilcox Avenue and positioned approximately 655 feet west of the signalized intersection of Beverly Boulevard and 19th Street. The intersection of Beverly Boulevard with 21th Street is located approximately 466 feet east of the signalized intersection of Beverly Boulevard and Wilcox Avenue and approximately 1,024 feet west of the signalized intersection of Beverly Boulevard and 19th Street.

Field Review

Infrastructure Engineers conducted a field review of the intersections of Beverly Boulevard and 20th Street and Beverly Boulevard and 21st Street. Following are the findings of that field investigation.

Beverly Boulevard at 20th Street

The intersection of Beverly Boulevard with 20th Street is a 4-way intersection with stop signs posted on the northbound and southbound approaches on 20th Street and no traffic controls posted on Beverly Boulevard. There are no marked crosswalks on Beverly Boulevard at 20th Street however stop controlled marked crosswalks do exist across 20th Street. Beverly Boulevard is a 6-lane divided arterial within approximately 74-foot curb to curb width. A raised median is on Beverly Boulevard which provides formal left-turn pockets for access to 20th Street. Curbside parking is not permitted on Beverly Boulevard adjacent to 20th Street. The posted speed limit along Beverly Boulevard is 35 MPH. 20th Street is a 2-lane local street which provides one travel lane in each direction within a 40-foot curb-to-curb width. Parking is generally permitted on both sides of 20th Street and the posted or prima facia speed limit is 25 MPH.

Beverly Boulevard at 21st Street

The intersection of Beverly Boulevard with 21st Street is a 4-way intersection with stop signs posted on the northbound and southbound approaches on 21st Street and no traffic controls posted on Beverly Boulevard. Stop sign controlled marked crosswalks exist across 21st Street. An uncontrolled marked crosswalk is present on Beverly Boulevard east of 21st Street.

Beverly Boulevard is a 6-lane divided arterial within approximately 74-foot curb to curb width. A raised median is on Beverly Boulevard which provides formal left-turn pockets for access to 21st Street. The posted speed limit along Beverly Boulevard is 35 MPH. Curbside parking is prohibited adjacent to 21st Street.

21st Street is a 2-lane local street which provides one travel lane in each direction within a 40-foot curb-to-curb width. Parking is generally permitted on both sides of 21st Street and the posted speed limit is 25 MPH. Figure 1 presents an aerial photograph of the intersection of Beverly Boulevard and 21st Street.

Traffic Counts

In order to evaluate the nine traffic signal warrants in the MUTCD, traffic volume counts were collected on Tuesday, October 29, 2019 which included manual counts with bike and pedestrians, and a gap study from 7:00 AM to 9:00 AM, 11:00 AM to 2:00 PM and 3:00 PM to 6:00 PM, and directional 24-hour machine approach counts. Table 1 summarizes the peak-hour traffic volumes at the intersections.

Table 1
Manual Turning Movement Count Summary

Beverly Blvd. & 20th Street												
Peak Hour Bega	Northbound Approach			Southbound Approach			Eastbound Approach			Westbound Approach		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:15 AM	3	0	12	5	1	16	26	777	3	15	1440	16
12:15 PM	3	0	12	3	0	14	20	894	6	11	875	9
4:30 PM	1	3	6	3	0	30	37	1839	5	18	822	19
PED AM	9			8			0			1		
BIKE AM	1			3			0			0		
PED NOON	10			7			0			0		
BIKE NOON	0			1			0			0		
PED PM	22			7			1			2		
BIKE PM	4			2			0			0		
TOTAL PEDS	Crossing 20th Street						Crossing Beverly Boulevard					
	63						4					

Beverly Blvd. & 21st Street												
Peak Hour Bega	Northbound Approach			Southbound Approach			Eastbound Approach			Westbound Approach		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:30 AM	6	2	17	6	1	31	44	848	9	25	1346	7
12:15 PM	3	2	7	8	4	19	35	864	4	17	873	11
4:30 PM	3	1	16	4	1	20	46	1812	14	24	830	23
PED AM	11			3			24			5		
BIKE AM	3			2			0			0		
PED NOON	10			12			9			0		
BIKE NOON	2			4			0			0		
PED PM	26			10			50			1		
BIKE PM	1			0			1			0		
TOTAL PEDS	Crossing 21st Street						Crossing Beverly Boulevard					
	72						89					
Source: City Traffic Counters - 10/29/2019												

Detailed peak-hour traffic count sheets are presented in Appendix A. Peak-hour pedestrian and bicycle counts are included in Appendix B.

Pedestrian Crossings

Montebello High School is located approximately $\frac{1}{4}$ mile south of Beverly Boulevard and students frequent McDonald's and other retail uses located to the north of Beverly Boulevard near the study intersections. Pedestrian and bike counts were included in the manual counts to identify the level of pedestrian and bike traffic within the area. As shown in Table 1, peak pedestrian activity occurred during the PM peak hour at both intersections. A total of 1, 0 and 3 pedestrians were observed crossing Beverly Boulevard (eastbound and westbound approaches) at 20th Street during the AM, Noon and PM peak hours, respectively. Pedestrians crossing Beverly Boulevard (eastbound and westbound approaches) at 21st Street totaled 29 in the AM peak-hour, 9 during the noon peak-hour and 51 during the PM peak-hour.

There is a marked, uncontrolled crosswalk on Beverly Boulevard at 21st Street. The observed pedestrian counts indicate pedestrians are utilizing the marked crosswalk significantly more than the unmarked crossing at 20th Street (89 crossing at 21st vs 4 crossing at 20th). To define the ease or difficulty for pedestrians to walk across Beverly Boulevard at each of the study intersections a gap study was conducted. The gap data will be discussed later in this report.

Table 2 summarizes the 24-hour approach counts. Approach counts are utilized when evaluating traffic signal warrants which are discussed in detail later within this report.

Table 2
24-Hour Approach Count Summary

Roadway	Location	Direction	24-Hour Approach Volume
Beverly Blvd.	East of 20th St.	Westbound	15,603
Beverly Blvd.	West of 20th St.	Eastbound	16,530
20th St.	North of Beverly Blvd.	Southbound	381
20th St.	South of Beverly Blvd.	Northbound	169
Beverly Blvd.	East of 21st St.	Westbound	17,206
Beverly Blvd.	West of 21st St.	Eastbound	16,550
21st St.	North of Beverly Blvd.	Southbound	543
21st St.	South of Beverly Blvd.	Northbound	206
Source: City Traffic Counters - 10/29/2019			

As expected, traffic volumes along the 6-lane divided Beverly Boulevard are significantly higher than those found on the 2-lane local 20th and 21st streets.

Traffic Collision History

Traffic collision records for the intersections of Beverly Boulevard with 20th Street and 21st Street were reviewed over a 3-year period. Table 3 presents a summary of the reported collisions grouped by year.

Table 3
Traffic Collision Summary

Intersection	2016 to 2017	2017 to 2018	2018 to 2019
Beverly Boulevard & 20th Street	1	0	1
Beverly Boulevard & 21st Street	2	2	2
SWITRS Collisions Reported Between 10/14/2016 and 10/15/2019			

As shown in Table 3 a total of one (1) collision was reported in two of the three years at the intersection of Beverly Boulevard and 20th Street. The intersection of Beverly Boulevard and 21st Street had two (2) collisions reported in each of the three years evaluated. One of the collisions at 21st Street occurred in November 2017 and involved

a pedestrian crossing Beverly Boulevard being struck and injured by an eastbound Beverly Boulevard vehicle.

Criteria for Traffic Signal Installation

The nine traffic signal warrants listed below are used as a guide to determine the need for the installation of a traffic signal. These warrants have been developed and adopted by the Federal Highway Administration (FHWA) and are published in the California Manual on Uniform Traffic Control Devices (MUTCD).

Warrant 1 Eight Hour Vehicular Volume

Condition A – Minimum Vehicular Volume

Condition B – Interruption of Continuous Traffic

Condition C – Combination of Condition A and B

Warrant 2 Four Hour Vehicular Volume

Warrant 3 Peak Hour Volume

Warrant 4 Pedestrian Volume

Warrant 5 School Crossing

Warrant 6 Coordinated Signal System

Warrant 7 Crash Experience

Warrant 8 Roadway Network

Warrant 9 Intersection Near a Grade Crossing

Note, the decision to install a traffic signal should not be based solely upon the warrants, since the installation of traffic signals may correct right-angle collisions but may increase certain other types of collisions. A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.

Traffic Signal Warrant Analysis

As previously noted, there are nine warrants in the MUTCD that will be analyzed throughout this study. Warrants 1, 2, and 3 are concerned specifically with vehicular volumes. Warrant 1 is concerned with satisfying eight hours of the minimum vehicular volumes while Warrant 2 must satisfy the four hours minimum vehicular volume. Warrant 3 focuses on peak hour vehicular volumes with regards to sudden increase of traffic at certain times of the day. Warrant 4 focuses on pedestrian volumes that experience excessive delays crossing a major street while Warrant 5 addresses the concern of installing a signal to allow school children to cross a major street. Warrant 6 addresses the issue of the necessity to have a traffic signal installed to maintain progressive movement in a coordinated signal system. Warrant 7 focuses on the minimum crashes experience per year and whether this justifies installation of a traffic signal. Warrant 8 discusses whether installing a traffic signal would benefit the overall roadway network due to future demands in traffic volumes or excess traffic volumes on Saturday or Sunday. Finally, Warrant 9 addresses the issue of the intersection being near a grade crossing. Overall, each signal warrant must be analyzed to determine whether installation of a traffic signal is warranted and/or recommended. Table 4 summarizes the results of our signal warrant analysis for the intersections of Beverly Boulevard and 20th Street.

TABLE 4
Signal Warrant Summary Beverly Boulevard and 20th Street

Major:	Beverly Boulevard	Satisfied	
Minor:	20th Street		
WARRANT 1 - Eight Hour Vehicular Volume		NO	
Condition A - Minimum Vehicle Volume		NO	
Condition B - Interruption of Continuous Traffic		NO	
Combination of Conditions A & B		NO	
WARRANT 2 - Four Hour Vehicular Volume		NO	
WARRANT 3 - Peak Hour		NO	
WARRANT 4 - Pedestrian Volume		NO	
WARRANT 5 - School Crossing		NO	
WARRANT 6 - Coordinated Signal System		NO	
WARRANT 7 - Crash Experience Warrant		NO	
WARRANT 8 - Roadway Network		N/A	
WARRANT 9 - Intersection Near a Grade Crossing		N/A	
		YES	NO
Traffic Signal Recommended at this location ?			X

As shown in Table 4, none of the traffic signal warrants were satisfied for the intersection of Beverly Boulevard and 20th Street. Table 5 summarizes the results of our signal warrant analysis for the intersections of Beverly Boulevard and 21st Street.

TABLE 5
Signal Warrant Summary Beverly Boulevard and 21st Street

Major:	Beverly Boulevard	Satisfied	
Minor:	21st Street		
WARRANT 1 - Eight Hour Vehicular Volume		NO	
Condition A - Minimum Vehicle Volume		NO	
Condition B - Interruption of Continuous Traffic		NO	
Combination of Conditions A & B		NO	
WARRANT 2 - Four Hour Vehicular Volume		NO	
WARRANT 3 - Peak Hour		NO	
WARRANT 4 - Pedestrian Volume		NO	
WARRANT 5 - School Crossing		YES	
WARRANT 6 - Coordinated Signal System		NO	
WARRANT 7 - Crash Experience Warrant		NO	
WARRANT 8 - Roadway Network		N/A	
WARRANT 9 - Intersection Near a Grade Crossing		N/A	
		YES	NO
Traffic Signal Recommended at this location ?			X

As shown in Table 5, one (1) of the nine (9) traffic signal warrants were satisfied for the intersection of Beverly Boulevard and 21st Street. The single warrant satisfied is the school crossing warrant. The school crossing warrant is satisfied because there were 51 pedestrians crossing Beverly Boulevard during the PM peak-hour and insufficient gaps in traffic to facilitate the safe crossings. A gap study has been included in this analysis to determine what gaps exist.

Gap Study

A gap study analysis was conducted and recorded the number of gaps and the number of seconds the gap existed. These counts were conducted on Beverly Boulevard at both 20th and 21st streets.

The minimum adequate gap is defined as the time (in seconds) for a pedestrian or group of pedestrians to perceive and react to the traffic situation and cross the roadway from a point of safety on one side to a point of safety on the other side or in this case the raised center median on Beverly Boulevard. This minimum safe crossing time can be summarized in a rather simplistic manner as a function of crossing distance and walking speed.

Beverly Boulevard is approximately 74-feet wide with a raised median roughly halfway across. A typical pedestrian will walk at a pace of 3.5 feet per second. To cross Beverly Boulevard from curb-to-curb would require a calculated 21 seconds. The gap study indicated only 13 gaps greater than 21 seconds occurred during the busiest peak-hour on Beverly Boulevard at 20th Street.

During the eight hours of gap study the highest number of pedestrians crossing Beverly Boulevard was observed at 21st Street and totaled 51 pedestrians during the 5:00 PM to 6:00 PM peak-hour. During that same period only 33 gaps greater than 21 seconds were observed. The signal warrant for school crossing is satisfied when the number of acceptable gaps are less than 60 (the number of minutes in the hour) and the number of pedestrians crossing exceeded 20 per hour.

The gap study demonstrated that crossing Beverly Boulevard at 20th or 21st streets can be difficult. It is further understood how a pedestrian may perceive crossing at these locations to be less than comfortable.

Conclusions

The intersections of Beverly Boulevard with 20th Street and 21st Street do not satisfy the warrant requirements for signalization based on vehicular volumes or collision history. However, the intersection of Beverly Boulevard with 21st Street does satisfy the school crossing warrant. As previously noted, the satisfaction of one or more signal warrants does not automatically justify installation of a traffic signal. A number of other factors need be considered, for example, the distance to the nearest signal, potential disruption to traffic flow and coordination between signals.

The signalized crosswalk located at Beverly Boulevard and Wilcox Avenue provides a controlled crosswalk and is only about 466 feet west of 21st Street. That signalized crosswalk provides additional safety for pedestrians than the marked uncontrolled crosswalk at Beverly Boulevard and 21st Street.

The previous traffic study performed in August 2016 made a number of recommended alternatives from removing the existing Beverly Boulevard crosswalk at 21st Street to installing a full or pedestrian signal at the intersection of Beverly Boulevard and 21st Street. The findings of this analysis do not support installing a traffic signal.

Recommendations

Beverly Boulevard at 20th Street does not satisfy any of the 9 traffic signal warrants and therefore; it is not recommended to install crosswalks nor a traffic signal at that intersection. However, should the City opt to install a marked crosswalk on Beverly Boulevard at 20th Street it should be controlled by a pedestrian signal to afford added protection to potential pedestrian usage.

To further improve safety and to reinforce the crosswalk removal it is further recommended to install pedestrian barricades at pedestrian crosswalk locations on Beverly Boulevard at 21st Street. CALTRANS Standard Plan ES-7Q with supplemental R49 (NO PED CROSSING - USE CROSSWALK) sign will redirect pedestrians to the signalized crossing.

Alternatively, the City may desire to retain the crosswalk at Beverly Boulevard and 21st Street as a convenience to residents. In that case it would be highly recommended to install a traffic signal which offers greater pedestrian security. Due to it's close proximity to the Wilcox signal it is further recommended to hardwire interconnect the two signals to facilitate smooth functionality.

Final Alternatives

Below are the final alternatives, the City Council may elect to improve traffic and pedestrian safety at these two intersections:

- ALTERNATIVE 1: Remove crosswalk at Beverly Boulevard and 21st Street and install a new enhanced crosswalk at Beverly Boulevard and 20th Street – This alternative will remove the existing crosswalk at 21st Street and install a new enhanced crosswalk at 20th Street with pedestrian signals to afford added protection to pedestrians crossing Beverly Boulevard at this intersection. The sight distance or visibility at 20th Street is better suited for a crosswalk (with pedestrian signals) than 21st Street, which is at the bottom of a slope, especially for westbound traffic. Additionally, this alternative will require the installation of pedestrian barricades to prevent pedestrians from crossing Beverly Boulevard and 21st Street, per Caltrans Standard Plan ES-70 with no pedestrian crossing signs (R49).
- ALTERNATIVE 2: Install a traffic signal at Beverly Boulevard and 21st Street – This alternative will install a new traffic signal at the intersection of Beverly Blvd and 21st Street and require interconnecting the new traffic signal with the existing one at Beverly Blvd and Wilcox Ave due to their proximity to each other.

- ALTERNATIVE 3: Remove existing crosswalk at Beverly Boulevard and 21th Street
– This alternative will remove the crosswalk markings for Beverly Blvd at the intersection with 21st Street. It will also require the installation of pedestrian barricades to prevent pedestrians from crossing Beverly Boulevard at this location, per Caltrans Standard Plan ES-70 with no pedestrian crossing signs (R49).

FISCAL IMPACTS

The cost to implement either Alternative 1 or 3 can be incorporated into the construction contract/budget for Beverly Boulevard Street Improvements (21st Street to Howard Ave).

If the City Council elects Alternative 2 (installation of a new traffic signal at Beverly Boulevard and 21st Street), then additional funds will be required in the range of \$350,000 to \$400,000 for design and construction of the signal. Staff will return to the City Council, at a future meeting, with a project for approval of funds and construction documents and/or Plans and Specifications.

SUMMARY

The City Council will consider the findings and recommendations of the Traffic Safety Analysis completed by Infrastructure Engineers for the intersections of Beverly Boulevard and 20st Street and Beverly Boulevard and 21th Street, and direct staff as to which alternative to implement at these locations.

ATTACHMENTS

Traffic Safety Analysis (completed by Infrastructure Engineers)

TRAFFIC SAFETY ANALYSIS

BEVERLY BOULEVARD AND 20TH STREET & BEVERLY BOULEVARD AND 21ST STREET

PREPARED FOR:

CITY OF MONTEBELLO, CALIFORNIA



PREPARED BY:



3060 Saturn Street, Suite 250
Brea, CA 92821
(714) 940-0100

Project No. 1360.323

Date: November 6, 2019
Revised: December 11, 2019

Stephen Hilton., T.E.
Senior Traffic Engineer



December 11, 2019

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Subject: **TRAFFIC SAFETY ANALYSIS (TSA)**
Beverly Boulevard at 20th Street & Beverly Boulevard at 21st Street

Dear Mr. Batson,

Infrastructure Engineers (IE) is pleased to provide this Traffic Safety Analysis (TSA) pursuant to the City of Montebello request. This report documents the findings and recommendation of the analysis and has been edited to provide added clarification as noted by the City review comments.

Introduction

The objective of this study is to evaluate vehicle and pedestrian safety and determine the need and/or requirements for marked crosswalks or installation of traffic signals or other traffic improvements that may be necessary to improve safety for vehicles and pedestrians crossing Beverly Boulevard at the 20th or 21st Street intersections. Figures 1 and 2 present a vicinity map and aerial photograph of the study intersection, respectively.

Background

Staff received a request to investigate vehicle and pedestrian activity on Beverly Boulevard at two intersections, 20th Street and 21st Street. Additionally, the City requested a recommendation relative to installation of a traffic signal or signals at the study intersections. To evaluate this request, the following analyses were conducted:

- Review previous traffic study of the subject intersections dated August 23, 2016,
- Field investigation of site-specific conditions, intersection geometrics, sight distance, and potential physical obstructions,
- Review of peak-hour, 24-hour traffic count data, and gap data,
- Review of traffic collision history for the past three years, and
- Review of applicable California Manual on Uniform Traffic Control Devices (CAMUTCD) signal warrants.



Location

The intersection of Beverly Boulevard with 20th Street is located approximately 833 feet east of the signalized intersection of Beverly Boulevard and Wilcox Avenue and positioned approximately 655 feet west of the signalized intersection of Beverly Boulevard and 19th Street. The intersection of Beverly Boulevard with 21th Street is located approximately 466 feet east of the signalized intersection of Beverly Boulevard and Wilcox Avenue and approximately 1,024 feet west of the signalized intersection of Beverly Boulevard and 19th Street. Figure 1 presents a vicinity map of the study area and Figure 2 presents an aerial photo of the study area.

Field Review

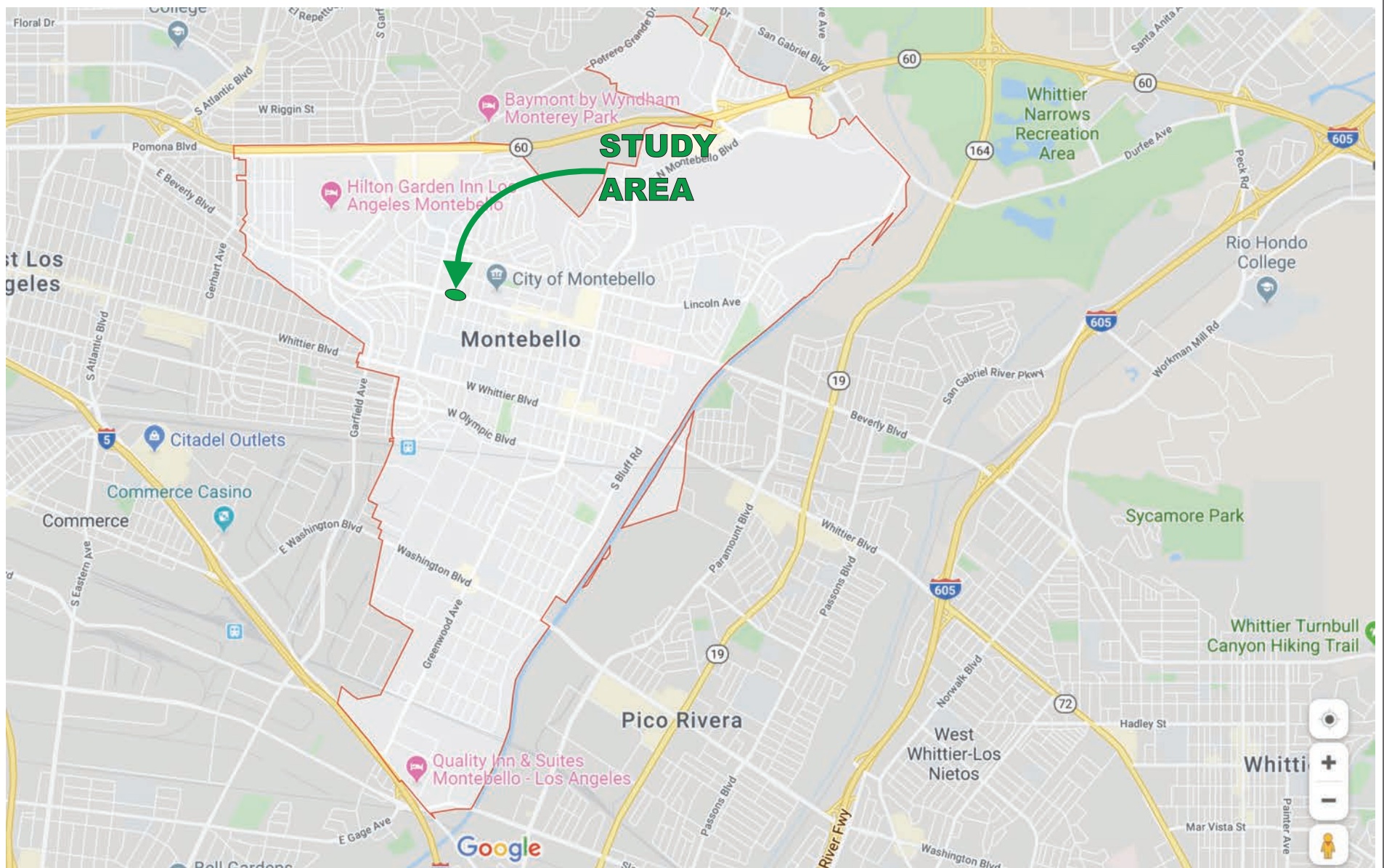
IE conducted a field review of the intersections of Beverly Boulevard and 20th Street and Beverly Boulevard and 21st Street. Below are the findings of that field investigation.

Beverly Boulevard at 20th Street

The intersection of Beverly Boulevard with 20th Street is a 4-way intersection with stop signs posted on the northbound and southbound approaches on 20th Street and no traffic controls posted on Beverly Boulevard. There are no marked crosswalks on Beverly Boulevard at 20th Street however stop controlled marked crosswalks do exist across 20th Street.

Beverly Boulevard is a 6-lane divided arterial within approximately 74-foot curb to curb width. A raised median is on Beverly Boulevard which provides formal left-turn pockets for access to 20th Street. Curbside parking is not permitted on Beverly Boulevard adjacent to 20th Street. The posted speed limit along Beverly Boulevard is 35 MPH.

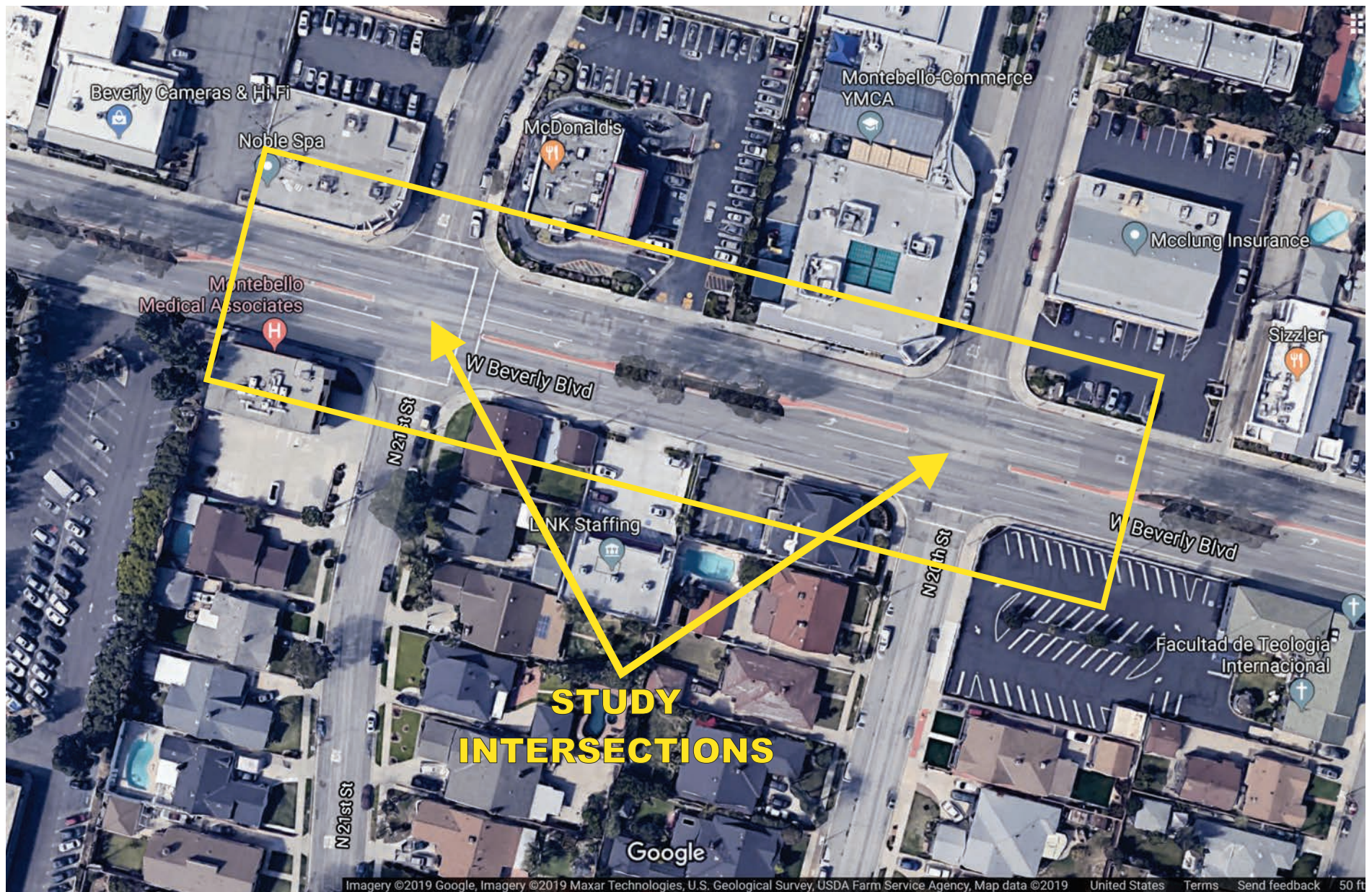
20th Street is a 2-lane local street which provides one travel lane in each direction within a 40-foot curb to curb width. Parking is generally permitted on both sides of 20th Street and the prima facie speed limit is 25 MPH. Figure 3 presents an aerial photograph of the intersection of Beverly Boulevard and 20th Street.



NORTH
Schematic
Not To Scale

Vicinity Map
Traffic Safety Analysis
Beverly Boulevard at 20th and 21st Streets
City of Montebello

1
Figure



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 United States Terms Send feedback 50 ft



NORTH
Schematic
Not To Scale

Aerial Photograph Traffic Safety Analysis Beverly Boulevard at 20th and 21st Streets City of Montebello

2
Figure



Beverly Boulevard at 21st Street

The intersection of Beverly Boulevard with 21st Street is a 4-way intersection with stop signs posted on the northbound and southbound approaches on 21st Street and no traffic controls posted on Beverly Boulevard. Stop sign controlled marked crosswalks exist across 21st Street. An uncontrolled marked crosswalk is present on Beverly Boulevard east of 21st Street.

Beverly Boulevard is a 6-lane divided arterial within approximately 74-foot curb to curb width. A raised median is on Beverly Boulevard which provides formal left-turn pockets for access to 21st Street. The posted speed limit along Beverly Boulevard is 35 MPH. Curbside parking is prohibited adjacent to 21st Street.

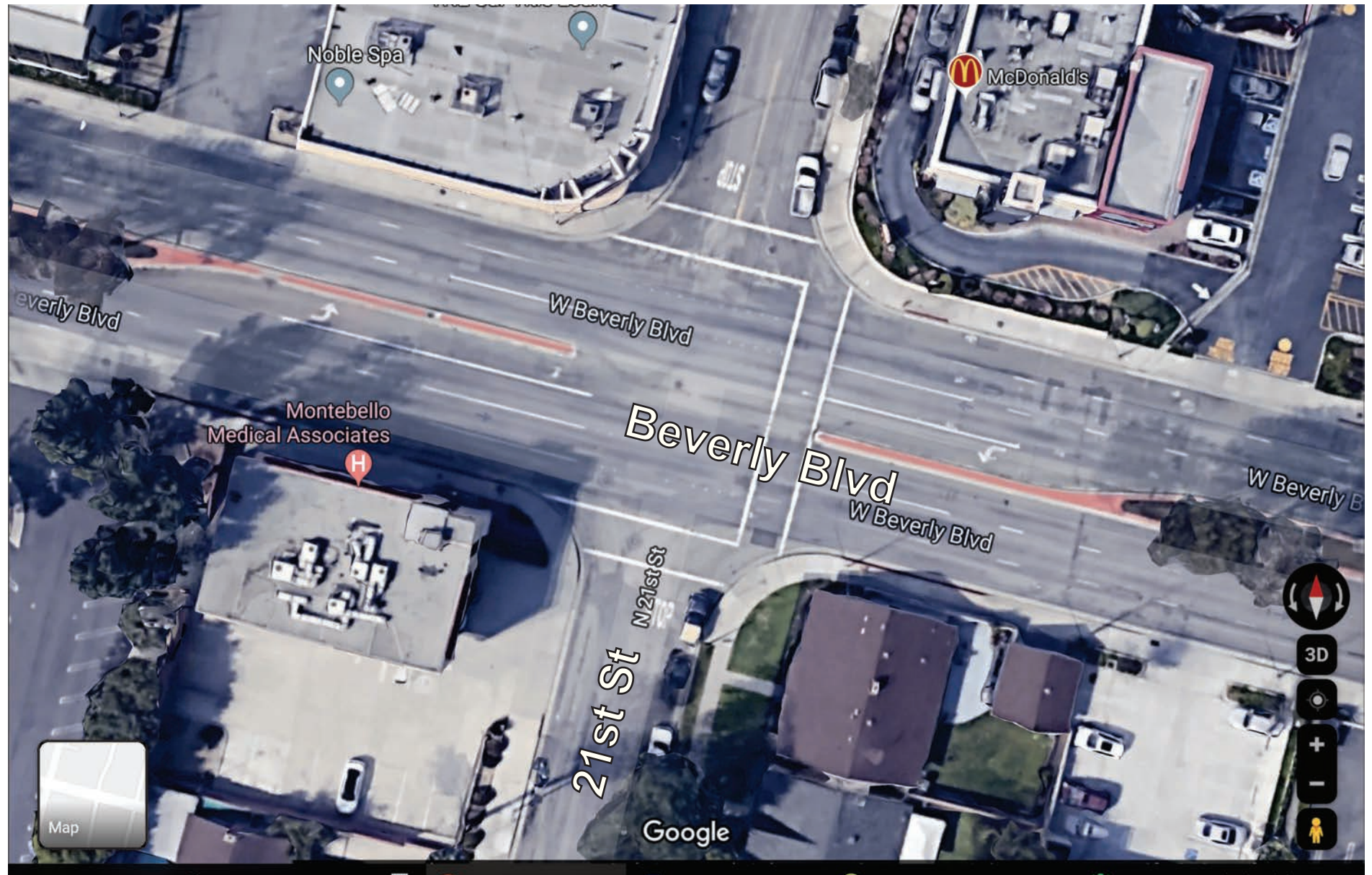
21st Street is a 2-lane local street which provides one travel lane in each direction within a 40-foot curb to curb width. Parking is generally permitted on both sides of 21st Street and the prima facia speed limit is 25 MPH. Figure 4 presents an aerial photograph of the intersection of Beverly Boulevard and 21st Street.



NORTH
Schematic
Not To Scale

Beverly Boulevard at 20th Street
 Traffic Safety Analysis
 Beverly Boulevard at 20th and 21st Streets
 City of Montebello

3
Figure



NORTH
Schematic
Not To Scale

Beverly Boulevard at 21st Street
Traffic Safety Analysis
Beverly Boulevard at 20th and 21st Streets
City of Montebello

4
Figure



Traffic Counts

In order to evaluate the nine traffic signal warrants in the MUTCD, traffic volume counts were collected on Tuesday, October 29, 2019 which included manual counts with bike and pedestrians, and a gap study from 7:00 AM to 9:00 AM, 11:00 AM to 2:00 PM and 3:00 PM to 6:00 PM, and directional 24-hour machine approach counts. Table 1 summarizes the peak-hour traffic volumes at the intersections.

Table 1
Manual Turning Movement Count Summary

Beverly Blvd. & 20th Street												
Peak Hour Began	Northbound Approach			Southbound Approach			Eastbound Approach			Westbound Approach		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:15 AM	3	0	12	5	1	16	26	777	3	15	1440	16
12:15 PM	3	0	12	3	0	14	20	894	6	11	875	9
4:30 PM	1	3	6	3	0	30	37	1839	5	18	822	19
PED AM	9			8			0			1		
BIKE AM	1			3			0			0		
PED NOON	10			7			0			0		
BIKE NOON	0			1			0			0		
PED PM	22			7			1			2		
BIKE PM	4			2			0			0		
TOTAL PEDS	Crossing 20th Street						Crossing Beverly Boulevard					
	63						4					

Beverly Blvd. & 21st Street												
Peak Hour Began	Northbound Approach			Southbound Approach			Eastbound Approach			Westbound Approach		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:30 AM	6	2	17	6	1	31	44	848	9	25	1346	7
12:15 PM	3	2	7	8	4	19	35	864	4	17	873	11
4:30 PM	3	1	16	4	1	20	46	1812	14	24	830	23
PED AM	11			3			24			5		
BIKE AM	3			2			0			0		
PED NOON	10			12			9			0		
BIKE NOON	2			4			0			0		
PED PM	26			10			50			1		
BIKE PM	1			0			1			0		
TOTAL PEDS	Crossing 21st Street						Crossing Beverly Boulevard					
	72						89					

Source: City Traffic Counters - 10/29/2019

Source: City Traffic Counters - 10/29/2019



Detailed peak-hour traffic count sheets are presented in Appendix A. Peak-hour pedestrian and bicycle counts are included in Appendix B.

Pedestrian Crossings

Montebello High School is located approximately ¼ mile south of Beverly Boulevard and students frequent McDonald's and other retail uses located to the north of Beverly Boulevard near the study intersections. Pedestrian and bike counts were included in the manual counts to identify the level of pedestrian and bike traffic within the area. As shown in Table 1, peak pedestrian activity occurred during the PM peak hour at both intersections. A total of 1, zero and 3 pedestrians were observed crossing Beverly Boulevard (eastbound and westbound approaches) at 20th Street during the AM, Noon and PM peak hours, respectively. Pedestrians crossing Beverly Boulevard (eastbound and westbound approaches) at 21st Street totaled 29 in the AM peak-hour, 9 during the noon peak-hour and 51 during the PM peak-hour.

There is a marked, uncontrolled crosswalk on Beverly Boulevard at 21st Street. The observed pedestrian counts indicate pedestrians are utilizing the marked crosswalk significantly more than the unmarked crossing at 20th Street (89 crossing at 21st vs 4 crossing at 20th).

To define the ease or difficulty for pedestrians to walk across Beverly Boulevard at each of the study intersections a gap study was conducted. The gap data will be discussed later in this report.

Table 2 summarizes the 24-hour approach counts. Approach counts are utilized when evaluating traffic signal warrants which are discussed in detail later within this report.

Table 2
24-Hour Approach Count Summary

Roadway	Location	Direction	24-Hour Approach Volume
Beverly Blvd.	East of 20th St.	Westbound	15,603
Beverly Blvd.	West of 20th St.	Eastbound	16,530
20th St.	North of Beverly Blvd.	Southbound	381
20th St.	South of Beverly Blvd.	Northbound	169
Beverly Blvd.	East of 21st St.	Westbound	17,206
Beverly Blvd.	West of 21st St.	Eastbound	16,550
21st St.	North of Beverly Blvd.	Southbound	543
21st St.	South of Beverly Blvd.	Northbound	206

Source: City Traffic Counters - 10/29/2019



As expected, traffic volumes along the 6-lane divided Beverly Boulevard are significantly higher than those found on the 2-lane local 20th and 21st streets. Details from the approach counts were used in signal warrant calculations presented later in this report. Detailed 24-hour approach counts are presented in Appendix C,

Traffic Collision History

Traffic collision records for the intersections of Beverly Boulevard with 20th Street and 21st Street were reviewed over a 3- year period. Table 3 presents a summary of the reported collisions grouped by year.

Table 3
Traffic Collision Summary

Intersection	2016 to 2017	2017 to 2018	2018 to 2019
Beverly Boulevard & 20th Street	1	0	1
Beverly Boulevard & 21st Street	2	2	2

SWITRS Collisions Reported Between 10/14/2016 and 10/15/2019

As shown in Table 3 a total of one (1) collision was reported in two of the three years at the intersection of Beverly Boulevard and 20th Street. The intersection of Beverly Boulevard and 21st Street had two (2) collisions reported in each of the three years evaluated. One of the collisions at 21st Street occurred in November 2017 and involved a pedestrian crossing Beverly Boulevard being struck and injured by an eastbound Beverly Boulevard vehicle. More detailed collision report summaries are presented in Appendix D.

Review of traffic collision history provides information relative to collision patterns which may exist that could be reduced by implementation of some type of traffic control device and/or other corrective measure. Typically, traffic professionals consider a total of five (5) or more collisions within a one-year period as justifying further investigation into traffic improvement measures. Less than 5 collisions per year is considered below the industry average of expected collisions.



Criteria for Traffic Signal Installation

The nine traffic signal warrants listed below are used as a guide to determine the need for the installation of a traffic signal. These warrants have been developed and adopted by the Federal Highway Administration (FHWA) and are published in the California Manual on Uniform Traffic Control Devices (MUTCD).

Warrant 1 Eight Hour Vehicular Volume

Condition A – Minimum Vehicular Volume

Condition B – Interruption of Continuous Traffic

Condition C – Combination of Condition A and B

Warrant 2 Four Hour Vehicular Volume

Warrant 3 Peak Hour Volume

Warrant 4 Pedestrian Volume

Warrant 5 School Crossing

Warrant 6 Coordinated Signal System

Warrant 7 Crash Experience

Warrant 8 Roadway Network

Warrant 9 Intersection Near a Grade Crossing

Note, the decision to install a traffic signal should not be based solely upon the warrants, since the installation of traffic signals may correct right-angle collisions but may increase certain other types of collisions. A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.

Traffic Signal Warrant Analysis

As previously noted, there are nine warrants in the MUTCD that will be analyzed throughout this study. Warrants 1, 2, and 3 are concerned specifically with vehicular volumes. Warrant 1 is concerned with satisfying eight hours of the minimum vehicular volumes while Warrant 2 must satisfy the four hours minimum vehicular volume. Warrant 3 focuses on peak hour vehicular volumes with regards to sudden increase of traffic at certain times of the day. Warrant 4 focuses on pedestrian volumes that experience excessive delays crossing a major street while Warrant 5 addresses the concern of installing a signal to allow school children to cross a major street. Warrant 6 addresses the issue of the necessity to have a traffic signal installed to maintain progressive movement in a coordinated signal system. Warrant 7 focuses on the minimum crashes experience per year and whether this justifies installation of a traffic signal. Warrant 8 discusses whether installing a traffic signal would benefit the overall roadway network due to future demands in traffic volumes or excess traffic volumes on Saturday or Sunday. Finally, Warrant 9 addresses the issue of the intersection being near a grade crossing. Overall, each signal warrant must be analyzed to determine whether installation of a traffic signal is warranted and/or recommended.



Table 4 summarize the results of our signal warrant analysis for the intersections of Beverly Boulevard and 20th Street.

Table 4
Signal Warrant Summary
Beverly Boulevard and 20th Street

Major:	Beverly Boulevard	Satisfied
Minor:	20th Street	
WARRANT 1 - Eight Hour Vehicular Volume		NO
	Condition A - Minimum Vehicle Volume	NO
	Condition B - Interruption of Continuous Traffic	NO
	Combination of Conditions A & B	NO
WARRANT 2 - Four Hour Vehicular Volume		NO
WARRANT 3 - Peak Hour		NO
WARRANT 4 - Pedestrian Volume		NO
WARRANT 5 - School Crossing		NO
WARRANT 6 - Coordinated Signal System		NO
WARRANT 7 - Crash Experience Warrant		NO
WARRANT 8 - Roadway Network		N/A
WARRANT 9 - Intersection Near a Grade Crossing		N/A
		YES NO
		☐ ☒

As shown in Table 4, none of the traffic signal warrants were satisfied for the intersection of Beverly Boulevard and 20th Street.

Table 5 summarize the results of our signal warrant analysis for the intersections of Beverly Boulevard and 21st Street.

Traffic signal warrant worksheets are presented in Appendix E to the rear of this report.



Table 5
Signal Warrant Summary
Beverly Boulevard and 21st Street

Major:	Beverly Boulevard	Satisfied
Minor:	21st Street	
WARRANT 1 - Eight Hour Vehicular Volume		NO
	Condition A - Minimum Vehicle Volume	NO
	Condition B - Interruption of Continuous Traffic	NO
	Combination of Conditions A & B	NO
WARRANT 2 - Four Hour Vehicular Volume		NO
WARRANT 3 - Peak Hour		NO
WARRANT 4 - Pedestrian Volume		NO
WARRANT 5 - School Crossing		YES
WARRANT 6 - Coordinated Signal System		NO
WARRANT 7 - Crash Experience Warrant		NO
WARRANT 8 - Roadway Network		N/A
WARRANT 9 - Intersection Near a Grade Crossing		N/A
		YES NO
Traffic Signal Recommended at this location ?		☐ ☒

As shown in Table 5, one (1) of the nine (9) traffic signal warrants were satisfied for the intersection of Beverly Boulevard and 21st Street. The single warrant satisfied is the school crossing warrant. The school crossing warrant is satisfied because there were 51 pedestrians crossing Beverly Boulevard during the PM peak-hour and insufficient gaps in traffic to facilitate the safe crossings. A gap study has been included in this analysis to determine what gaps exist.

Gap Study

A gap study analysis was conducted and recorded the number of gaps and the number of seconds the gap existed. These counts were conducted on Beverly Boulevard at both 20th and 21st streets.

The minimum adequate gap is defined as the time (in seconds) for a pedestrian or group of pedestrians to perceive and react to the traffic situation and cross the roadway from a point of safety on one side to a point of safety on the other side or in this case the raised center median on Beverly Boulevard. This minimum safe crossing time can be summarized in a rather simplistic manner as a function of crossing distance and walking speed.



Beverly Boulevard is approximately 74-feet wide with a raised median roughly halfway across. A typical pedestrian will walk at a pace of 3.5 feet per second. To cross Beverly Boulevard from curb to curb would require a calculated 21 seconds. The gap study indicated only 13 gaps greater than 21 seconds occurred during the busiest peak-hour on Beverly Boulevard at 20th Street.

During the eight hours of gap study the highest number of pedestrians crossing Beverly Boulevard were observed at 21st Street and totaled 51 pedestrians during the 5:00 PM to 6:00 PM peak-hour. During that same period only 33 gaps greater than 21 seconds were observed. The signal warrant for school crossing is satisfied when the number of acceptable gaps are less than 60 (the number of minutes in the hour) and the number of pedestrians crossing exceeded 20 per hour.

The gap study demonstrated that crossing Beverly Boulevard at 20th or 21st streets can be difficult. It is further understood how a pedestrian may perceive crossing at these locations to be less than comfortable.

Conclusions

The intersections of Beverly Boulevard with 20th Street and 21st Street do not satisfy the warrant requirements for signalization based on vehicular volumes or collision history. However, the intersection of Beverly Boulevard with 21st Street does satisfy the school crossing warrant. As previously noted, the satisfaction of one or more signal warrants does not automatically justify installation of a traffic signal. A number of other factors need be considered, for example, the distance to the nearest signal, potential disruption to traffic flow and coordination between signals.

The signalized crosswalk located at Beverly Boulevard and Wilcox Avenue provides a controlled crosswalk and is only about 466 feet west of 21st Street. That signalized crosswalk provides additional safety for pedestrians than the marked uncontrolled crosswalk at Beverly Boulevard and 21st Street.

The previous traffic study performed in August 2016 made a number of recommendation alternatives from removing the existing Beverly Boulevard crosswalk at 21st Street to installing a full or pedestrian signal at the intersection of Beverly Boulevard and 21st Street. The findings of this analysis do not support installing a traffic signal.

Recommendations

Beverly Boulevard at 20th Street does not satisfy any of the 9 traffic signal warrants and therefore it is not recommended to install crosswalks nor a traffic signal at that intersection. However, should the City opt to install a marked crosswalk on Beverly Boulevard at 20th Street it should be controlled by a pedestrian signal to afford added protection to potential pedestrian usage.



In an effort to increase pedestrian safety it is recommended the uncontrolled marked crosswalk on Beverly Boulevard at 21st Street be removed. This removal will encourage pedestrians to walk westerly and cross Beverly Boulevard in the crosswalk at the Wilcox Avenue signal.

To further improve safety and to reinforce the crosswalk removal it is further recommended to install pedestrian barricades at pedestrian crosswalk locations on Beverly Boulevard at 21st Street. CALTRANS Standard Plan ES-7Q with supplemental R49 (NO PED CROSSING - USE CROSSWALK) sign will redirect pedestrians to the signalized crossing.

Alternatively, the City may desire to retain the crosswalk at Beverly Boulevard and 21st Street as a convenience to residents. In that case it would be highly recommended to install a traffic signal which offers greater pedestrian security. Due to its close proximity to the Wilcox signal it is further recommended to hardwire interconnect the two signals to facilitate smooth functionality.

In Closing

Infrastructure Engineers is pleased to have had the opportunity of analyzing and submitting this Traffic Safety Analysis. If you have any questions, or need additional information, you may reach me by email at shilton@infengr.com or by phone at (714) 940-0100.

Sincerely,

Infrastructure Engineers

Stephen Hilton, T.E.
Senior Traffic Engineer

Attachments:

- Appendix A – Peak-hour Traffic Counts
- Appendix B – Peak-hour Pedestrian Counts
- Appendix C – 24-hour Traffic Counts
- Appendix D – Collision History
- Appendix E – Traffic Signal Warrant Worksheets,
- Appendix F – Gap Study Data

Appendix - A

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : 20th_Beverly
 Site Code : 00000000
 Start Date : 10/29/2019
 Page No : 1

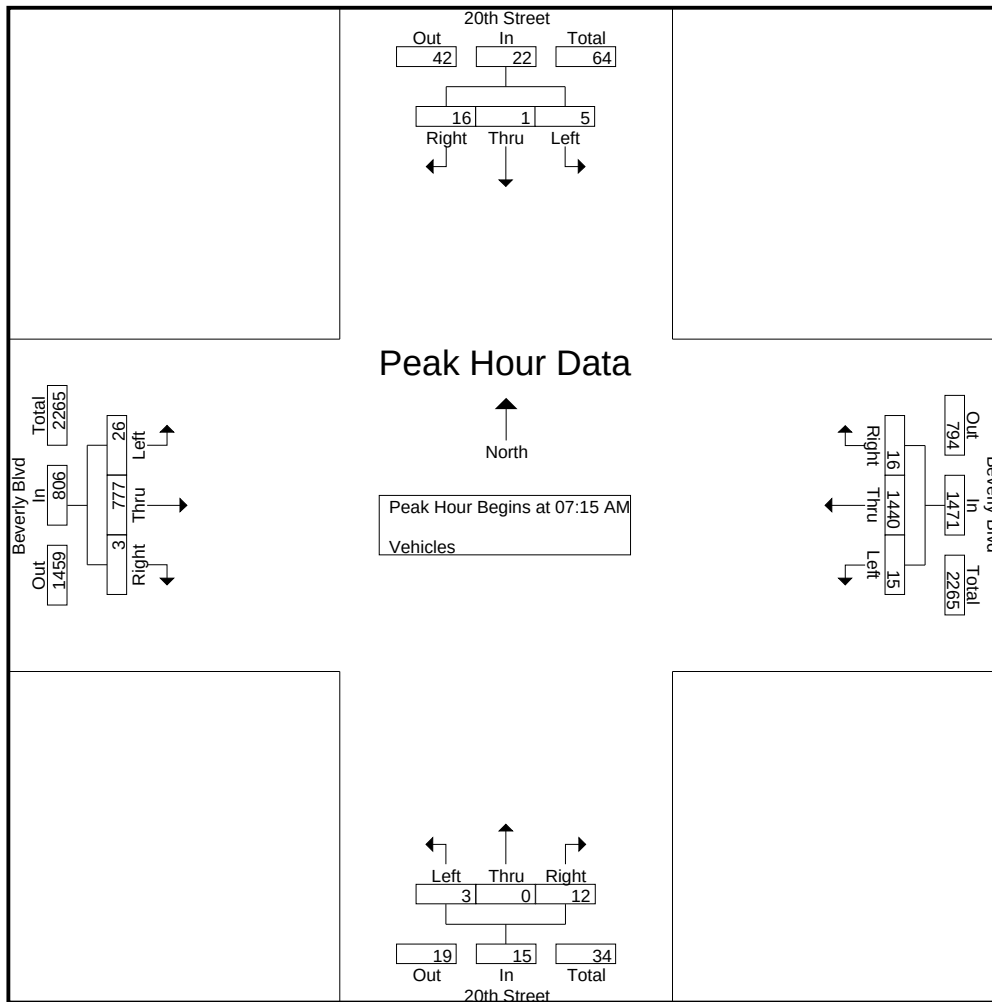
Groups Printed- Vehicles

	20th Street Southbound			Beverly Blvd Westbound			20th Street Northbound			Beverly Blvd Eastbound			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
07:00 AM	1	1	3	3	408	6	3	0	1	6	105	3	540
07:15 AM	1	0	1	2	410	2	1	0	0	5	149	0	571
07:30 AM	2	0	8	1	372	7	1	0	3	10	179	0	583
07:45 AM	0	0	1	9	338	2	1	0	6	8	210	2	577
Total	4	1	13	15	1528	17	6	0	10	29	643	5	2271
08:00 AM	2	1	6	3	320	5	0	0	3	3	239	1	583
08:15 AM	1	0	8	2	344	3	0	0	3	3	203	1	568
08:30 AM	1	1	8	2	344	1	1	0	2	4	188	0	552
08:45 AM	0	0	4	3	282	11	0	0	4	7	143	2	456
Total	4	2	26	10	1290	20	1	0	12	17	773	4	2159
11:00 AM	2	0	4	0	176	3	0	0	2	3	175	2	367
11:15 AM	1	0	2	2	189	2	0	0	0	4	172	2	374
11:30 AM	1	0	10	1	221	0	2	1	2	2	187	0	427
11:45 AM	1	0	7	2	141	1	0	0	1	4	194	1	352
Total	5	0	23	5	727	6	2	1	5	13	728	5	1520
12:00 PM	0	0	4	5	192	0	0	0	3	2	224	2	432
12:15 PM	2	0	5	2	208	2	2	0	5	10	253	1	490
12:30 PM	0	0	3	3	227	3	0	0	1	5	233	4	479
12:45 PM	1	0	3	3	210	1	1	0	5	0	187	1	412
Total	3	0	15	13	837	6	3	0	14	17	897	8	1813
01:00 PM	0	0	3	3	230	3	0	0	1	5	221	0	466
01:15 PM	1	0	6	1	200	2	2	0	0	1	198	2	413
01:30 PM	2	0	2	1	214	5	1	1	1	4	235	0	466
01:45 PM	0	0	3	1	204	1	0	0	2	10	236	1	458
Total	3	0	14	6	848	11	3	1	4	20	890	3	1803
03:00 PM	1	0	5	6	234	1	0	0	6	3	412	3	671
03:15 PM	1	0	2	1	217	1	0	0	6	3	379	4	614
03:30 PM	0	0	1	1	182	2	0	0	0	3	433	2	624
03:45 PM	2	1	3	2	227	6	0	1	4	6	372	1	625
Total	4	1	11	10	860	10	0	1	16	15	1596	10	2534
04:00 PM	1	0	4	0	220	0	1	0	1	6	375	3	611
04:15 PM	0	0	4	0	193	6	0	0	3	3	436	4	649
04:30 PM	1	0	6	3	190	10	1	2	2	7	465	0	687
04:45 PM	1	0	5	3	200	1	0	1	0	9	470	2	692
Total	3	0	19	6	803	17	2	3	6	25	1746	9	2639
05:00 PM	1	0	8	6	211	6	0	0	2	8	447	1	690
05:15 PM	0	0	11	6	221	2	0	0	2	13	457	2	714
05:30 PM	3	0	4	1	209	5	0	0	2	4	402	0	630
05:45 PM	1	1	4	5	209	9	2	0	1	8	407	0	647
Total	5	1	27	18	850	22	2	0	7	33	1713	3	2681
Grand Total	31	5	148	83	7743	109	19	6	74	169	8986	47	17420
Apprch %	16.8	2.7	80.4	1	97.6	1.4	19.2	6.1	74.7	1.8	97.7	0.5	
Total %	0.2	0	0.8	0.5	44.4	0.6	0.1	0	0.4	1	51.6	0.3	

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	20th Street Southbound				Beverly Blvd Westbound				20th Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	1	0	1	2	2	410	2	414	1	0	0	1	5	149	0	154	571
07:30 AM	2	0	8	10	1	372	7	380	1	0	3	4	10	179	0	189	583
07:45 AM	0	0	1	1	9	338	2	349	1	0	6	7	8	210	2	220	577
08:00 AM	2	1	6	9	3	320	5	328	0	0	3	3	3	239	1	243	583
Total Volume	5	1	16	22	15	1440	16	1471	3	0	12	15	26	777	3	806	2314
% App. Total	22.7	4.5	72.7		1	97.9	1.1		20	0	80		3.2	96.4	0.4		
PHF	.625	.250	.500	.550	.417	.878	.571	.888	.750	.000	.500	.536	.650	.813	.375	.829	.992

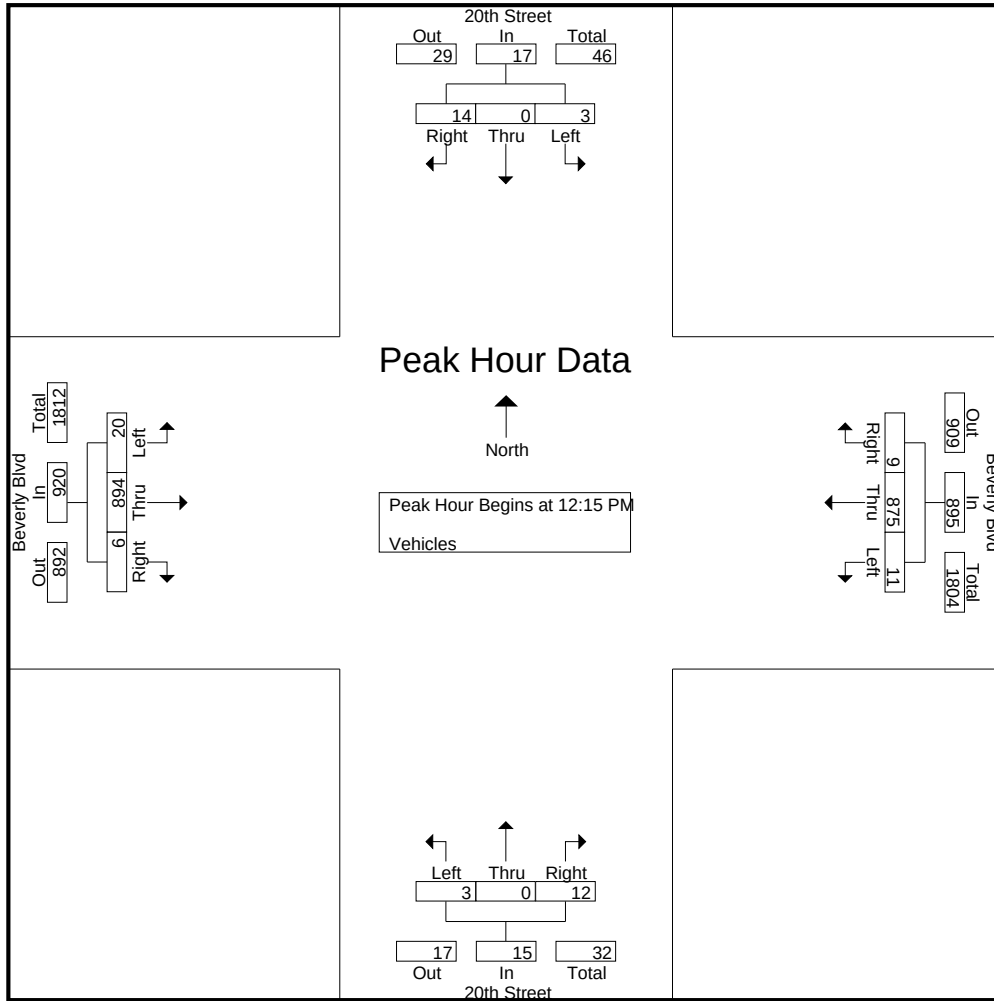


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	20th Street Southbound				Beverly Blvd Westbound				20th Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:15 PM																	
12:15 PM	2	0	5	7	2	208	2	212	2	0	5	7	10	253	1	264	490
12:30 PM	0	0	3	3	3	227	3	233	0	0	1	1	5	233	4	242	479
12:45 PM	1	0	3	4	3	210	1	214	1	0	5	6	0	187	1	188	412
01:00 PM	0	0	3	3	3	230	3	236	0	0	1	1	5	221	0	226	466
Total Volume	3	0	14	17	11	875	9	895	3	0	12	15	20	894	6	920	1847
% App. Total	17.6	0	82.4		1.2	97.8	1		20	0	80		2.2	97.2	0.7		
PHF	.375	.000	.700	.607	.917	.951	.750	.948	.375	.000	.600	.536	.500	.883	.375	.871	.942

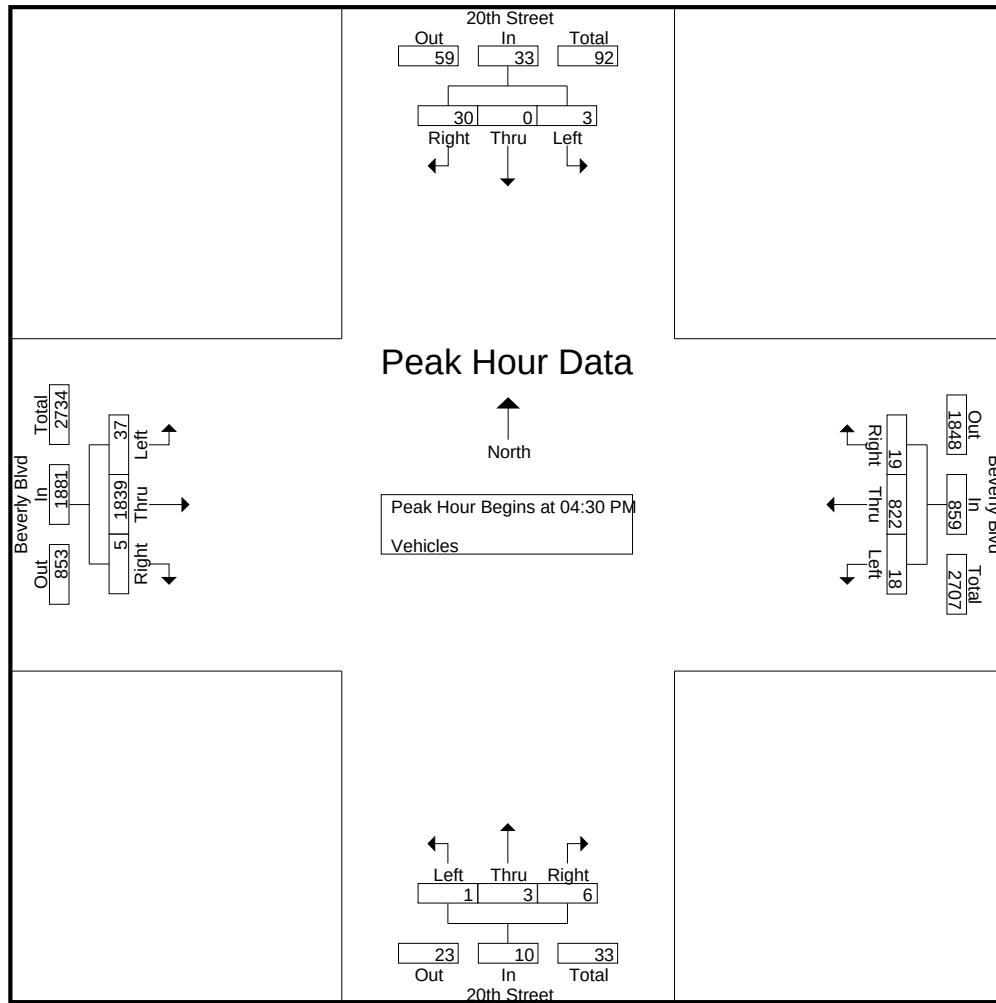


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	20th Street Southbound				Beverly Blvd Westbound				20th Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	1	0	6	7	3	190	10	203	1	2	2	5	7	465	0	472	687
04:45 PM	1	0	5	6	3	200	1	204	0	1	0	1	9	470	2	481	692
05:00 PM	1	0	8	9	6	211	6	223	0	0	2	2	8	447	1	456	690
05:15 PM	0	0	11	11	6	221	2	229	0	0	2	2	13	457	2	472	714
Total Volume	3	0	30	33	18	822	19	859	1	3	6	10	37	1839	5	1881	2783
% App. Total	9.1	0	90.9		2.1	95.7	2.2		10	30	60		2	97.8	0.3		
PHF	.750	.000	.682	.750	.750	.930	.475	.938	.250	.375	.750	.500	.712	.978	.625	.978	.974



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Groups Printed- Vehicles

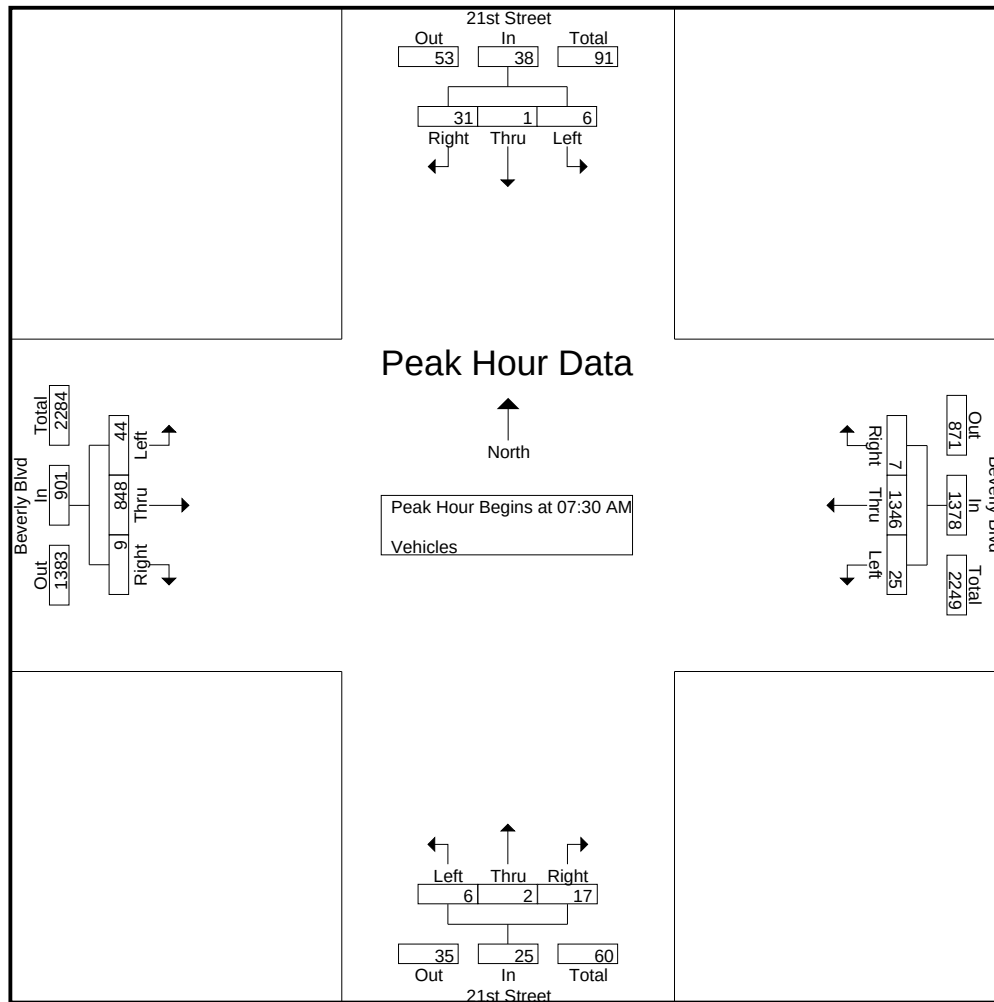
	21st Street Southbound			Beverly Blvd Westbound			21st Street Northbound			Beverly Blvd Eastbound			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
07:00 AM	0	0	5	2	402	4	0	1	3	8	99	1	525
07:15 AM	1	0	4	4	400	0	1	0	2	8	143	1	564
07:30 AM	1	1	10	7	351	0	0	0	6	9	179	2	566
07:45 AM	2	0	11	7	340	2	1	2	7	10	218	5	605
Total	4	1	30	20	1493	6	2	3	18	35	639	9	2260
08:00 AM	2	0	4	7	317	3	4	0	4	11	244	1	597
08:15 AM	1	0	6	4	338	2	1	0	0	14	207	1	574
08:30 AM	0	0	4	4	330	10	3	1	2	10	184	3	551
08:45 AM	1	0	8	3	300	3	0	3	1	6	131	2	458
Total	4	0	22	18	1285	18	8	4	7	41	766	7	2180
11:00 AM	5	0	2	2	176	4	2	0	1	9	170	3	374
11:15 AM	2	0	2	2	192	3	1	0	2	8	170	1	383
11:30 AM	1	0	3	6	215	5	0	0	0	12	190	1	433
11:45 AM	2	1	5	6	146	2	2	1	2	9	188	1	365
Total	10	1	12	16	729	14	5	1	5	38	718	6	1555
12:00 PM	1	0	4	1	183	3	0	0	2	7	219	2	422
12:15 PM	1	1	5	5	220	3	0	0	2	11	251	2	501
12:30 PM	2	1	5	7	216	1	1	1	2	8	224	0	468
12:45 PM	4	1	6	2	208	5	1	1	2	11	175	0	416
Total	8	3	20	15	827	12	2	2	8	37	869	4	1807
01:00 PM	1	1	3	3	229	2	1	0	1	5	214	2	462
01:15 PM	0	1	3	3	206	3	0	0	1	6	196	1	420
01:30 PM	1	0	5	4	208	0	0	0	0	12	237	3	470
01:45 PM	1	0	8	4	198	6	1	0	1	12	231	1	463
Total	3	2	19	14	841	11	2	0	3	35	878	7	1815
03:00 PM	0	0	7	5	240	4	5	0	7	11	407	3	689
03:15 PM	1	0	4	5	214	2	0	0	0	14	377	5	622
03:30 PM	5	0	7	4	169	5	0	0	2	10	421	3	626
03:45 PM	2	0	8	11	235	4	0	0	3	10	372	1	646
Total	8	0	26	25	858	15	5	0	12	45	1577	12	2583
04:00 PM	3	1	5	4	218	5	1	0	2	7	361	2	609
04:15 PM	3	0	5	5	189	6	1	0	2	8	423	2	644
04:30 PM	2	1	7	3	201	8	1	1	1	14	460	3	702
04:45 PM	0	0	4	7	189	7	1	0	6	14	463	2	693
Total	8	2	21	19	797	26	4	1	11	43	1707	9	2648
05:00 PM	1	0	7	4	218	4	0	0	2	10	433	5	684
05:15 PM	1	0	2	10	222	4	1	0	7	8	456	4	715
05:30 PM	1	0	3	8	193	4	1	0	1	16	390	3	620
05:45 PM	0	0	6	5	202	7	0	0	1	8	394	4	627
Total	3	0	18	27	835	19	2	0	11	42	1673	16	2646
Grand Total	48	9	168	154	7665	121	30	11	75	316	8827	70	17494
Apprch %	21.3	4	74.7	1.9	96.5	1.5	25.9	9.5	64.7	3.4	95.8	0.8	
Total %	0.3	0.1	1	0.9	43.8	0.7	0.2	0.1	0.4	1.8	50.5	0.4	

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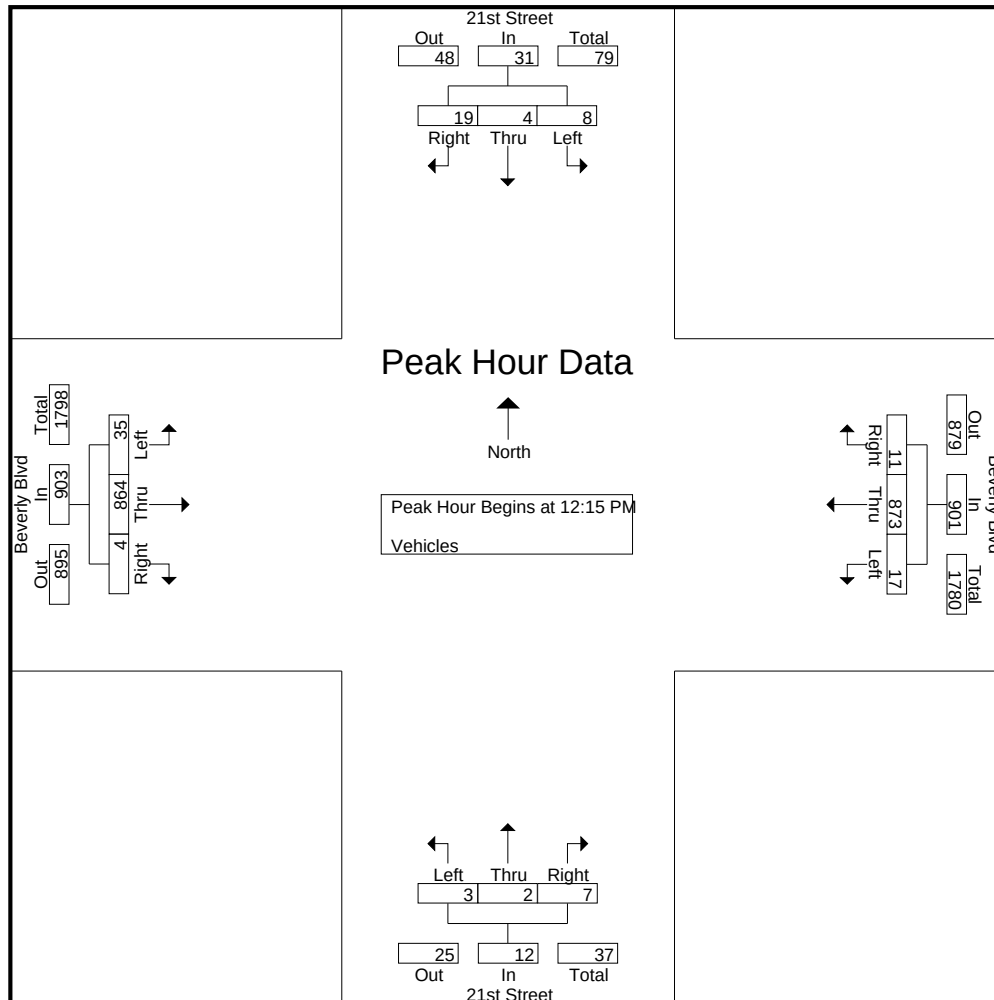
	21st Street Southbound				Beverly Blvd Westbound				21st Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	1	1	10	12	7	351	0	358	0	0	6	6	9	179	2	190	566
07:45 AM	2	0	11	13	7	340	2	349	1	2	7	10	10	218	5	233	605
08:00 AM	2	0	4	6	7	317	3	327	4	0	4	8	11	244	1	256	597
08:15 AM	1	0	6	7	4	338	2	344	1	0	0	1	14	207	1	222	574
Total Volume	6	1	31	38	25	1346	7	1378	6	2	17	25	44	848	9	901	2342
% App. Total	15.8	2.6	81.6		1.8	97.7	0.5		24	8	68		4.9	94.1	1		
PHF	.750	.250	.705	.731	.893	.959	.583	.962	.375	.250	.607	.625	.786	.869	.450	.880	.968



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	21st Street Southbound				Beverly Blvd Westbound				21st Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:15 PM																	
12:15 PM	1	1	5	7	5	220	3	228	0	0	2	2	11	251	2	264	501
12:30 PM	2	1	5	8	7	216	1	224	1	1	2	4	8	224	0	232	468
12:45 PM	4	1	6	11	2	208	5	215	1	1	2	4	11	175	0	186	416
01:00 PM	1	1	3	5	3	229	2	234	1	0	1	2	5	214	2	221	462
Total Volume	8	4	19	31	17	873	11	901	3	2	7	12	35	864	4	903	1847
% App. Total	25.8	12.9	61.3		1.9	96.9	1.2		25	16.7	58.3		3.9	95.7	0.4		
PHF	.500	1.00	.792	.705	.607	.953	.550	.963	.750	.500	.875	.750	.795	.861	.500	.855	.922

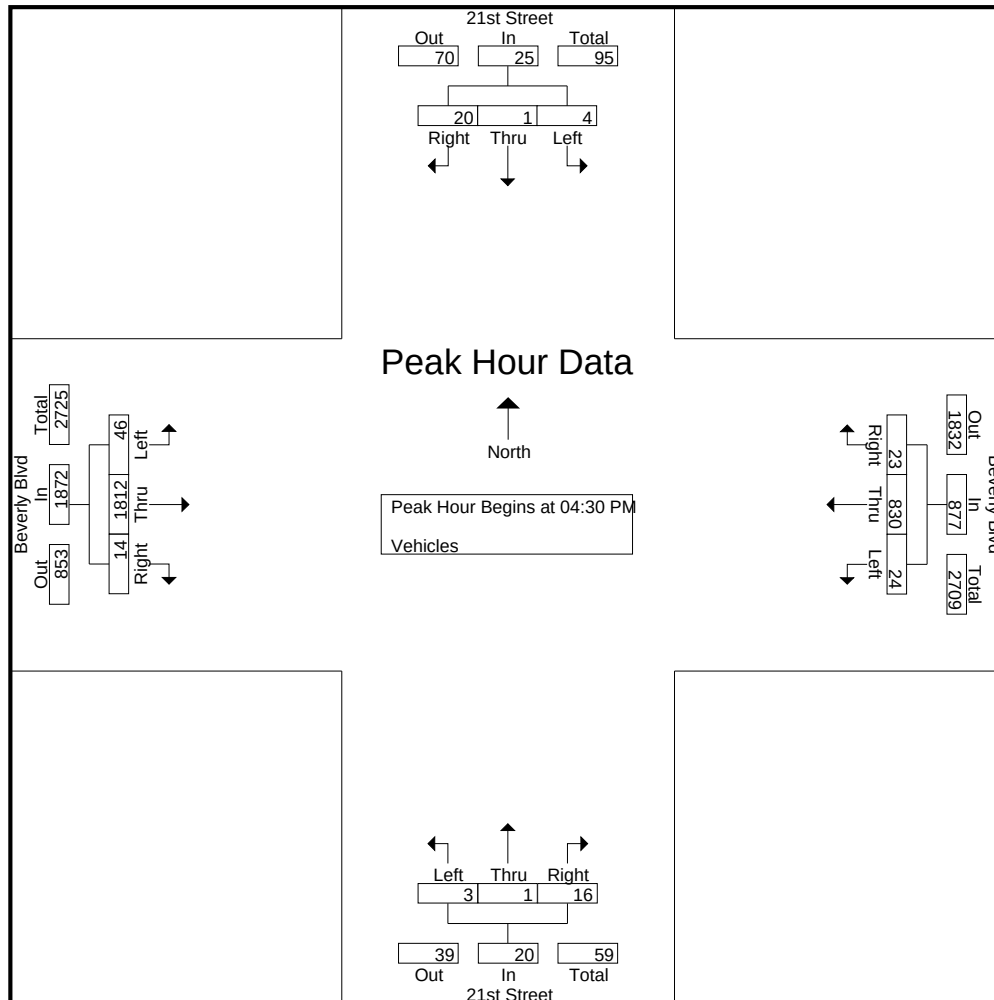


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	21st Street Southbound				Beverly Blvd Westbound				21st Street Northbound				Beverly Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	2	1	7	10	3	201	8	212	1	1	1	3	14	460	3	477	702
04:45 PM	0	0	4	4	7	189	7	203	1	0	6	7	14	463	2	479	693
05:00 PM	1	0	7	8	4	218	4	226	0	0	2	2	10	433	5	448	684
05:15 PM	1	0	2	3	10	222	4	236	1	0	7	8	8	456	4	468	715
Total Volume	4	1	20	25	24	830	23	877	3	1	16	20	46	1812	14	1872	2794
% App. Total	16	4	80		2.7	94.6	2.6		15	5	80		2.5	96.8	0.7		
PHF	.500	.250	.714	.625	.600	.935	.719	.929	.750	.250	.571	.625	.821	.978	.700	.977	.977



Appendix - B

CITY TRAFFIC COUNTERS
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Groups Printed- Bikes & Peds

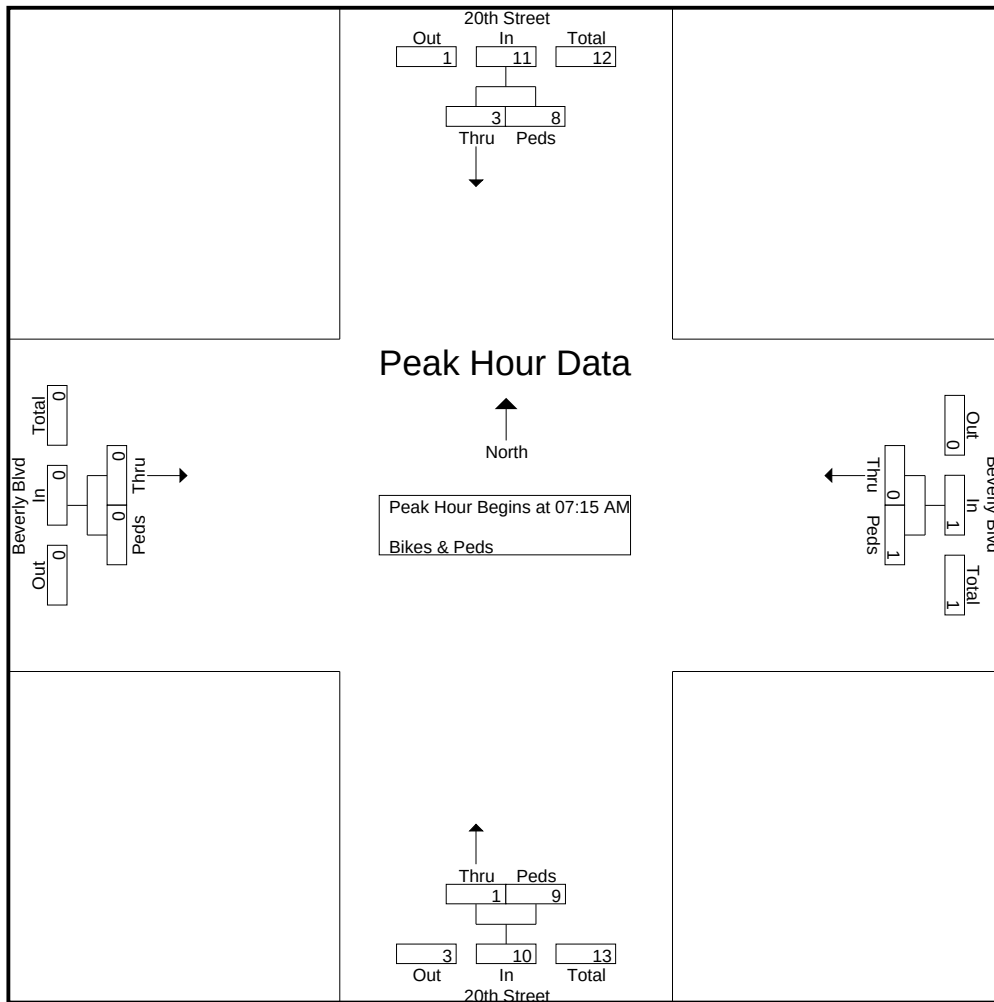
	20th Street South Leg		Beverly Blvd West Leg		20th Street North Leg		Beverly Blvd East Leg		
Start Time	Bikes	Peds	Bikes	Peds	Bikes	Peds	Bikes	Peds	Int. Total
07:00 AM	0	1	0	0	1	0	0	0	2
07:15 AM	2	1	0	1	0	2	0	0	6
07:30 AM	1	3	0	0	0	1	0	0	5
07:45 AM	0	2	0	0	0	5	0	0	7
Total	3	7	0	1	1	8	0	0	20
08:00 AM	0	2	0	0	1	1	0	0	4
08:15 AM	0	0	0	0	1	3	0	0	4
08:30 AM	1	2	0	0	0	2	0	0	5
08:45 AM	0	1	0	0	0	1	0	0	2
Total	1	5	0	0	2	7	0	0	15
11:00 AM	0	2	0	0	0	2	0	0	4
11:15 AM	0	1	0	1	0	1	0	0	3
11:30 AM	1	0	0	1	0	2	0	0	4
11:45 AM	1	1	0	0	0	3	0	0	5
Total	2	4	0	2	0	8	0	0	16
12:00 PM	0	2	0	0	0	0	0	0	2
12:15 PM	0	3	0	0	0	2	0	0	5
12:30 PM	0	1	0	0	0	5	0	0	6
12:45 PM	1	0	0	0	1	3	0	0	5
Total	1	6	0	0	1	10	0	0	18
01:00 PM	0	0	0	0	0	2	0	0	2
01:15 PM	0	0	0	0	0	1	0	0	1
01:45 PM	0	0	0	0	0	2	0	0	2
Total	0	0	0	0	0	5	0	0	5
03:00 PM	0	3	0	0	1	3	0	0	7
03:15 PM	0	4	0	0	0	4	0	0	8
03:30 PM	0	4	0	0	0	10	0	0	14
03:45 PM	0	1	0	1	1	2	0	0	5
Total	0	12	0	1	2	19	0	0	34
04:00 PM	1	0	0	0	1	5	0	0	7
04:15 PM	1	2	0	1	2	5	0	1	12
04:30 PM	0	3	0	1	0	2	0	0	6
04:45 PM	2	1	0	0	0	1	0	0	4
Total	4	6	0	2	3	13	0	1	29
05:00 PM	0	0	0	1	0	4	0	0	5
05:15 PM	0	3	0	1	0	2	0	2	8
05:30 PM	3	1	0	1	0	1	0	0	6
05:45 PM	1	0	0	0	2	1	0	0	4
Total	4	4	0	3	2	8	0	2	23
Grand Total	15	44	0	9	11	78	0	3	160
Apprch %	25.4	74.6	0	100	12.4	87.6	0	100	
Total %	9.4	27.5	0	5.6	6.9	48.8	0	1.9	

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	20th Street South Leg			Beverly Blvd West Leg			20th Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:15 AM													
07:15 AM	2	1	3	0	1	1	0	2	2	0	0	0	6
07:30 AM	1	3	4	0	0	0	0	1	1	0	0	0	5
07:45 AM	0	2	2	0	0	0	0	5	5	0	0	0	7
08:00 AM	0	2	2	0	0	0	1	1	2	0	0	0	4
Total Volume	3	8	11	0	1	1	1	9	10	0	0	0	22
% App. Total	27.3	72.7		0	100		10	90		0	0		
PHF	.375	.667	.688	.000	.250	.250	.250	.450	.500	.000	.000	.000	.786

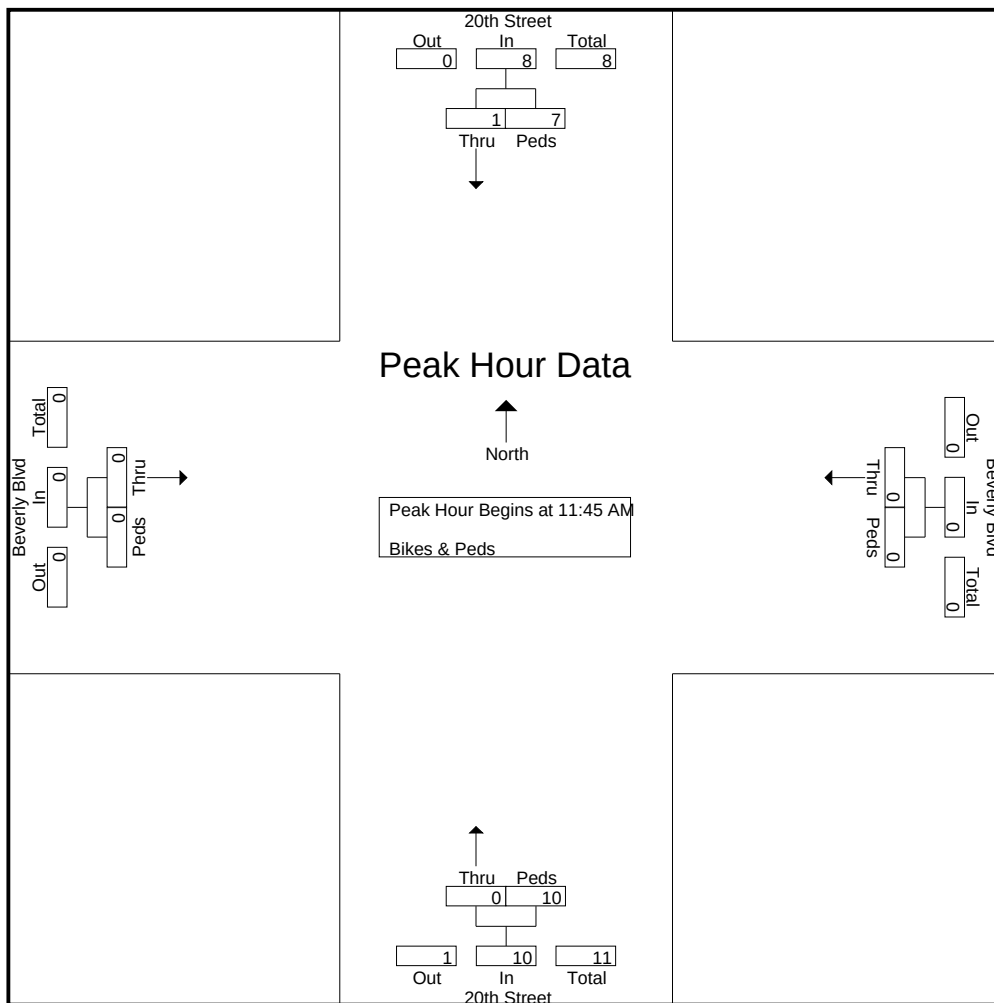


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	20th Street South Leg			Beverly Blvd West Leg			20th Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 11:45 AM													
11:45 AM	1	1	2	0	0	0	0	3	3	0	0	0	5
12:00 PM	0	2	2	0	0	0	0	0	0	0	0	0	2
12:15 PM	0	3	3	0	0	0	0	2	2	0	0	0	5
12:30 PM	0	1	1	0	0	0	0	5	5	0	0	0	6
Total Volume	1	7	8	0	0	0	0	10	10	0	0	0	18
% App. Total	12.5	87.5		0	0		0	100		0	0		
PHF	.250	.583	.667	.000	.000	.000	.000	.500	.500	.000	.000	.000	.750

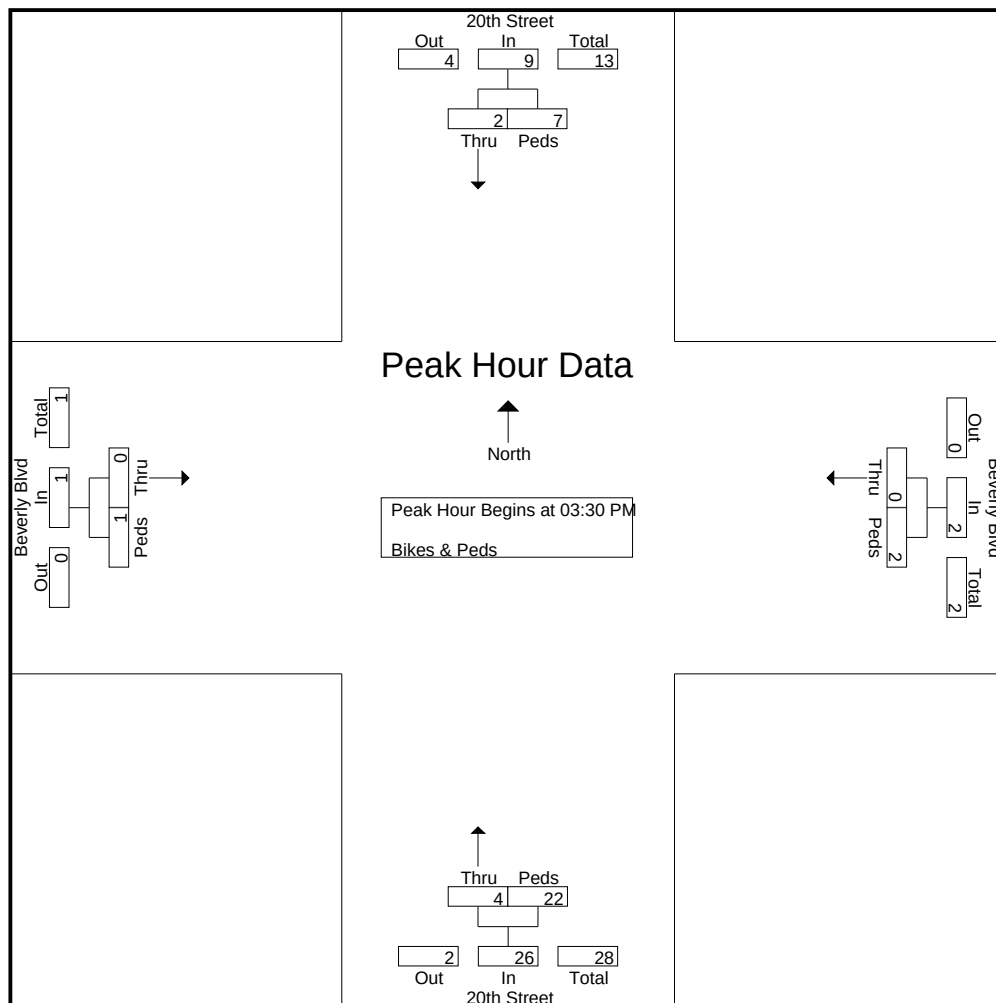


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	20th Street South Leg			Beverly Blvd West Leg			20th Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 03:30 PM													
03:30 PM	0	4	4	0	0	0	0	10	10	0	0	0	14
03:45 PM	0	1	1	0	1	1	1	2	3	0	0	0	5
04:00 PM	1	0	1	0	0	0	1	5	6	0	0	0	7
04:15 PM	1	2	3	0	1	1	2	5	7	0	1	1	12
Total Volume	2	7	9	0	2	2	4	22	26	0	1	1	38
% App. Total	22.2	77.8		0	100		15.4	84.6		0	100		
PHF	.500	.438	.563	.000	.500	.500	.500	.550	.650	.000	.250	.250	.679



CITY TRAFFIC COUNTERS
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Groups Printed- Bikes & Peds

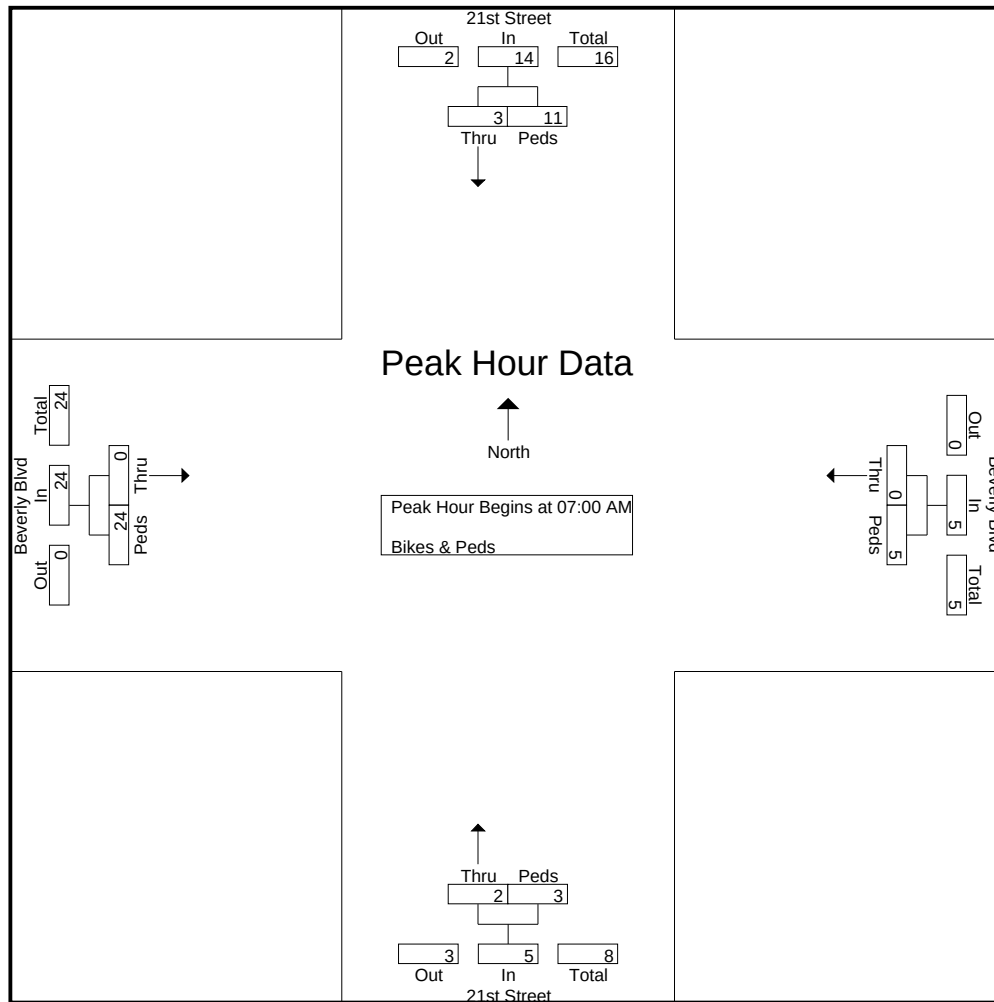
	21st Street South Leg		Beverly Blvd West Leg		21st Street North Leg		Beverly Blvd East Leg		
Start Time	Bikes	Peds	Bikes	Peds	Bikes	Peds	Bikes	Peds	Int. Total
07:00 AM	0	2	0	0	2	2	0	3	9
07:15 AM	1	1	0	5	0	0	0	6	13
07:30 AM	1	6	0	0	0	1	0	12	20
07:45 AM	1	2	0	0	0	0	0	3	6
Total	3	11	0	5	2	3	0	24	48
08:00 AM	0	2	0	0	1	3	0	1	7
08:15 AM	0	1	0	0	0	4	0	6	11
08:30 AM	1	3	0	0	0	3	0	3	10
08:45 AM	0	2	0	0	0	13	0	0	15
Total	1	8	0	0	1	23	0	10	43
11:00 AM	0	2	0	0	0	2	0	1	5
11:15 AM	0	2	0	1	1	3	0	0	7
11:30 AM	0	0	0	0	1	4	1	0	6
11:45 AM	2	1	0	0	0	1	0	0	4
Total	2	5	0	1	2	10	1	1	22
12:00 PM	0	4	0	0	0	0	0	2	6
12:15 PM	1	2	0	0	0	3	0	0	6
12:30 PM	0	2	0	0	1	3	0	2	8
12:45 PM	1	2	0	0	2	4	0	4	13
Total	2	10	0	0	3	10	0	8	33
01:00 PM	0	4	0	0	1	2	0	3	10
01:15 PM	0	1	0	0	0	3	0	0	4
01:30 PM	0	0	0	0	1	2	0	4	7
01:45 PM	0	0	0	0	1	3	0	0	4
Total	0	5	0	0	3	10	0	7	25
03:00 PM	0	2	0	0	0	5	0	21	28
03:15 PM	0	3	0	0	0	5	0	18	26
03:30 PM	0	1	0	0	0	10	0	2	13
03:45 PM	0	4	0	1	1	6	1	9	22
Total	0	10	0	1	1	26	1	50	89
04:00 PM	1	2	0	0	2	12	0	3	20
04:15 PM	1	2	0	0	0	3	0	2	8
04:30 PM	0	3	0	2	1	3	0	2	11
04:45 PM	1	0	0	0	0	5	0	2	8
Total	3	7	0	2	3	23	0	9	47
05:00 PM	0	1	0	0	0	1	0	0	2
05:15 PM	1	1	0	0	0	6	0	7	15
05:30 PM	2	1	0	0	0	4	0	0	7
05:45 PM	1	0	0	2	0	13	0	0	16
Total	4	3	0	2	0	24	0	7	40
Grand Total	15	59	0	11	15	129	2	116	347
Apprch %	20.3	79.7	0	100	10.4	89.6	1.7	98.3	
Total %	4.3	17	0	3.2	4.3	37.2	0.6	33.4	

CITY TRAFFIC COUNTERS

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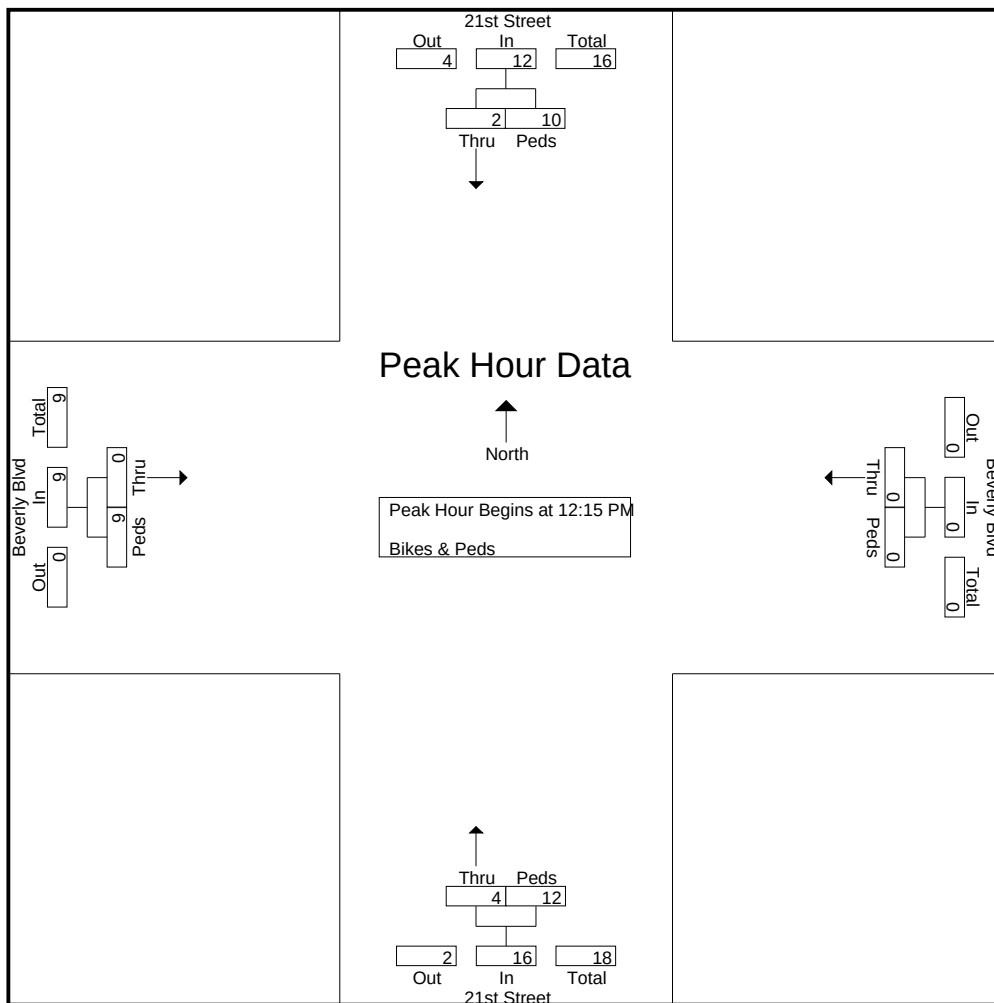
	21st Street South Leg			Beverly Blvd West Leg			21st Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:00 AM													
07:00 AM	0	2	2	0	0	0	2	2	4	0	3	3	9
07:15 AM	1	1	2	0	5	5	0	0	0	0	6	6	13
07:30 AM	1	6	7	0	0	0	0	1	1	0	12	12	20
07:45 AM	1	2	3	0	0	0	0	0	0	0	3	3	6
Total Volume	3	11	14	0	5	5	2	3	5	0	24	24	48
% App. Total	21.4	78.6		0	100		40	60		0	100		
PHF	.750	.458	.500	.000	.250	.250	.250	.375	.313	.000	.500	.500	.600



CITY TRAFFIC COUNTERS
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File Name : 21st_Beverly_BP
 Site Code : 00000000
 Start Date : 10/29/2019
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	21st Street South Leg			Beverly Blvd West Leg			21st Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 12:15 PM													
12:15 PM	1	2	3	0	0	0	0	3	3	0	0	0	6
12:30 PM	0	2	2	0	0	0	1	3	4	0	2	2	8
12:45 PM	1	2	3	0	0	0	2	4	6	0	4	4	13
01:00 PM	0	4	4	0	0	0	1	2	3	0	3	3	10
Total Volume	2	10	12	0	0	0	4	12	16	0	9	9	37
% App. Total	16.7	83.3		0	0		25	75		0	100		
PHF	.500	.625	.750	.000	.000	.000	.500	.750	.667	.000	.563	.563	.712

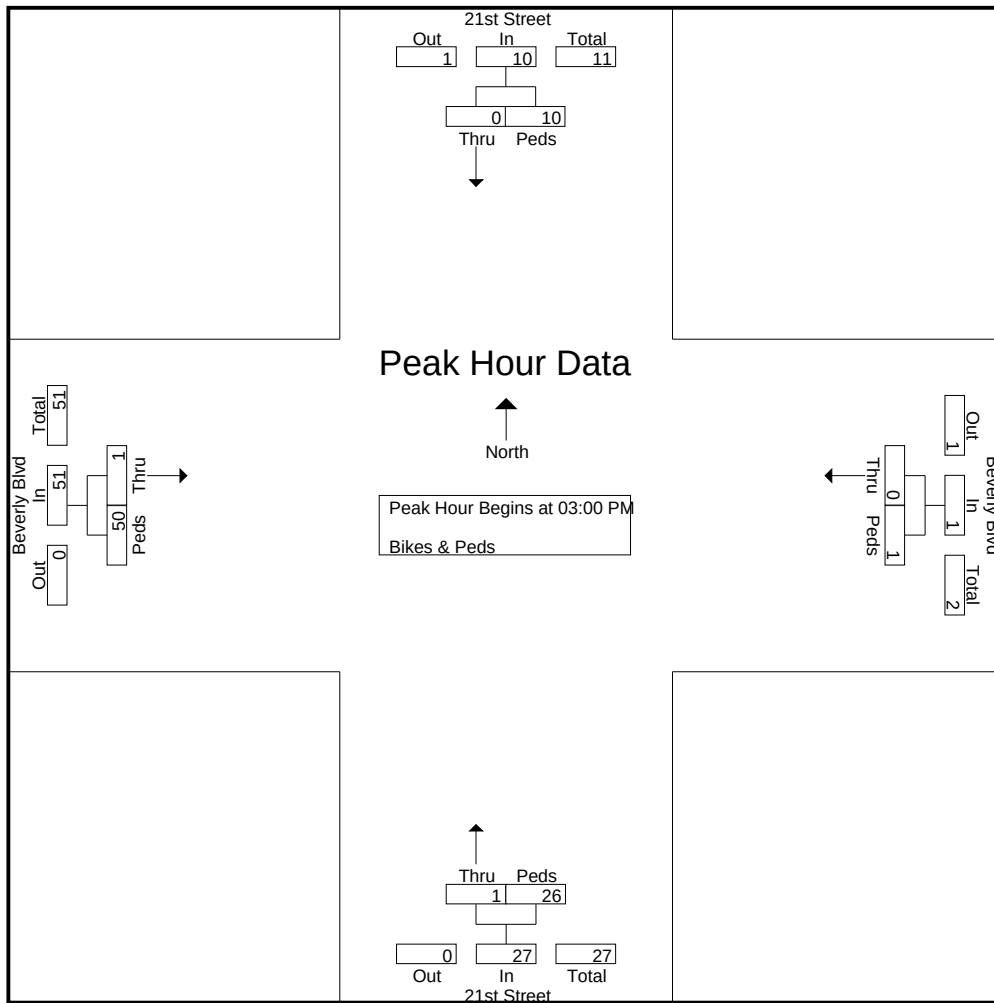


CITY TRAFFIC COUNTERS

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File Name : 21st_Beverly_BP
 Site Code : 00000000
 Start Date : 10/29/2019
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	21st Street South Leg			Beverly Blvd West Leg			21st Street North Leg			Beverly Blvd East Leg			
Start Time	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Bikes	Peds	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 03:00 PM													
03:00 PM	0	2	2	0	0	0	0	5	5	0	21	21	28
03:15 PM	0	3	3	0	0	0	0	5	5	0	18	18	26
03:30 PM	0	1	1	0	0	0	0	10	10	0	2	2	13
03:45 PM	0	4	4	0	1	1	1	6	7	1	9	10	22
Total Volume	0	10	10	0	1	1	1	26	27	1	50	51	89
% App. Total	0	100		0	100		3.7	96.3		2	98		
PHF	.000	.625	.625	.000	.250	.250	.250	.650	.675	.250	.595	.607	.795



Appendix - C

20th Street
N/O Beverly Blvd

Start Time	29-Oct-19 Tue	South		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		1	7		
12:15		1	7		
12:30		0	5		
12:45		0	6	2	25
01:00		0	6		
01:15		1	6		
01:30		0	5		
01:45		0	3	1	20
02:00		1	1		
02:15		0	3		
02:30		0	1		
02:45		0	15	1	20
03:00		0	7		
03:15		0	3		
03:30		0	5		
03:45		0	6	0	21
04:00		0	5		
04:15		1	3		
04:30		0	7		
04:45		3	2	4	17
05:00		1	9		
05:15		0	6		
05:30		3	10		
05:45		3	3	7	28
06:00		3	5		
06:15		1	5		
06:30		5	3		
06:45		6	4	15	17
07:00		4	10		
07:15		4	11		
07:30		8	5		
07:45		2	5	18	31
08:00		8	12		
08:15		8	6		
08:30		6	1		
08:45		4	4	26	23
09:00		5	4		
09:15		5	5		
09:30		8	4		
09:45		8	6	26	19
10:00		9	4		
10:15		4	0		
10:30		5	1		
10:45		8	1	26	6
11:00		7	0		
11:15		3	4		
11:30		8	1		
11:45		5	0	23	5
Total		149	232		
Percent		39.1%	60.9%		
Grand Total		149	232		
Percent		39.1%	60.9%		
ADT		ADT 381		AADT 381	

20th Street
S/O Beverly Blvd

Start Time	29-Oct-19 Tue	North		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		2	2		
12:15		0	1		
12:30		0	1		
12:45		0	4	2	8
01:00		1	1		
01:15		0	2		
01:30		0	3		
01:45		0	2	1	8
02:00		0	3		
02:15		1	2		
02:30		0	4		
02:45		0	3	1	12
03:00		0	8		
03:15		0	6		
03:30		0	0		
03:45		0	3	0	17
04:00		0	2		
04:15		1	2		
04:30		0	5		
04:45		2	1	3	10
05:00		0	2		
05:15		2	1		
05:30		0	3		
05:45		2	2	4	8
06:00		1	2		
06:15		0	3		
06:30		3	5		
06:45		1	7	5	17
07:00		4	1		
07:15		0	0		
07:30		4	3		
07:45		8	1	16	5
08:00		3	1		
08:15		1	1		
08:30		3	1		
08:45		3	0	10	3
09:00		2	0		
09:15		2	3		
09:30		2	1		
09:45		3	0	9	4
10:00		1	0		
10:15		4	0		
10:30		5	1		
10:45		5	0	15	1
11:00		1	2		
11:15		0	0		
11:30		5	0		
11:45		1	1	7	3
Total		73	96		
Percent		43.2%	56.8%		
Grand Total		73	96		
Percent		43.2%	56.8%		
ADT		ADT 169		AADT 169	

Start Time	29-Oct-19 Tue	West		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		28	173		
12:15		24	233		
12:30		22	228		
12:45		16	213	90	847
01:00		15	223		
01:15		12	193		
01:30		11	217		
01:45		6	212	44	845
02:00		11	219		
02:15		8	239		
02:30		6	226		
02:45		5	230	30	914
03:00		9	232		
03:15		12	217		
03:30		16	184		
03:45		17	242	54	875
04:00		25	210		
04:15		24	199		
04:30		36	200		
04:45		53	196	138	805
05:00		91	212		
05:15		111	238		
05:30		175	201		
05:45		219	196	596	847
06:00		232	240		
06:15		256	217		
06:30		280	217		
06:45		346	197	1114	871
07:00		401	190		
07:15		382	181		
07:30		365	169		
07:45		352	175	1500	715
08:00		312	173		
08:15		321	178		
08:30		335	140		
08:45		309	167	1277	658
09:00		253	119		
09:15		229	132		
09:30		211	109		
09:45		226	96	919	456
10:00		221	97		
10:15		189	82		
10:30		199	75		
10:45		170	50	779	304
11:00		182	54		
11:15		192	51		
11:30		214	51		
11:45		142	39	730	195
Total		7271	8332		
Percent		46.6%	53.4%		
Grand Total		7271	8332		
Percent		46.6%	53.4%		
ADT		ADT 15,603		AADT 15,603	

Beverly Blvd
W/O 20th Street

Start Time	29-Oct-19 Tue	East		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		39	217		
12:15		26	245		
12:30		18	238		
12:45		8	194	91	894
01:00		15	204		
01:15		11	202		
01:30		9	235		
01:45		17	235	52	876
02:00		11	253		
02:15		8	278		
02:30		6	278		
02:45		7	326	32	1135
03:00		7	402		
03:15		6	393		
03:30		13	418		
03:45		16	397	42	1610
04:00		9	385		
04:15		12	438		
04:30		18	453		
04:45		22	483	61	1759
05:00		21	456		
05:15		23	474		
05:30		39	439		
05:45		36	424	119	1793
06:00		63	383		
06:15		58	411		
06:30		85	366		
06:45		102	346	308	1506
07:00		104	320		
07:15		149	283		
07:30		187	240		
07:45		252	225	692	1068
08:00		244	206		
08:15		194	189		
08:30		182	125		
08:45		148	137	768	657
09:00		156	120		
09:15		133	106		
09:30		178	125		
09:45		166	119	633	470
10:00		169	90		
10:15		198	99		
10:30		182	59		
10:45		172	74	721	322
11:00		175	56		
11:15		179	44		
11:30		182	44		
11:45		201	40	737	184
Total		4256	12274		
Percent		25.7%	74.3%		
Grand Total		4256	12274		
Percent		25.7%	74.3%		

ADT

ADT 16,530

AADT 16,530

21st Street
N/O Beverly Blvd

Start Time	29-Oct-19 Tue	South		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		2	2		
12:15		1	4		
12:30		0	6		
12:45		2	7	5	19
01:00		1	7		
01:15		0	11		
01:30		1	8		
01:45		1	11	3	37
02:00		1	5		
02:15		1	4		
02:30		0	11		
02:45		0	7	2	27
03:00		0	15		
03:15		0	13		
03:30		1	6		
03:45		2	6	3	40
04:00		1	10		
04:15		0	8		
04:30		3	12		
04:45		3	8	7	38
05:00		4	8		
05:15		4	10		
05:30		5	6		
05:45		7	10	20	34
06:00		1	12		
06:15		2	2		
06:30		8	10		
06:45		13	10	24	34
07:00		12	10		
07:15		6	6		
07:30		15	8		
07:45		18	3	51	27
08:00		8	6		
08:15		14	4		
08:30		13	7		
08:45		7	4	42	21
09:00		6	5		
09:15		10	3		
09:30		7	4		
09:45		8	1	31	13
10:00		8	2		
10:15		9	4		
10:30		7	3		
10:45		4	3	28	12
11:00		7	0		
11:15		4	1		
11:30		2	1		
11:45		9	1	22	3
Total		238	305		
Percent		43.8%	56.2%		
Grand Total		238	305		
Percent		43.8%	56.2%		
ADT		ADT 543		AADT 543	

21st Street
S/O Beverly Blvd

Start Time	29-Oct-19 Tue	North		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		0	4		
12:15		0	2		
12:30		2	6		
12:45		0	1	2	13
01:00		0	5		
01:15		0	0		
01:30		0	1		
01:45		0	4	0	10
02:00		0	9		
02:15		0	3		
02:30		1	5		
02:45		0	5	1	22
03:00		0	13		
03:15		0	1		
03:30		0	3		
03:45		0	6	0	23
04:00		0	1		
04:15		0	1		
04:30		0	2		
04:45		0	7	0	11
05:00		1	2		
05:15		0	7		
05:30		0	1		
05:45		1	2	2	12
06:00		2	1		
06:15		0	5		
06:30		6	2		
06:45		5	4	13	12
07:00		4	1		
07:15		4	0		
07:30		3	4		
07:45		9	2	20	7
08:00		10	1		
08:15		1	3		
08:30		3	0		
08:45		3	0	17	4
09:00		3	1		
09:15		2	1		
09:30		0	0		
09:45		2	0	7	2
10:00		3	0		
10:15		2	1		
10:30		3	2		
10:45		4	1	12	4
11:00		2	0		
11:15		3	1		
11:30		3	0		
11:45		3	0	11	1
Total		85	121		
Percent		41.3%	58.7%		
Grand Total		85	121		
Percent		41.3%	58.7%		
ADT		ADT 206		AADT 206	

Beverly Blvd
E/O 21st Street

Start Time	29-Oct-19 Tue	West		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		35	195		
12:15		28	256		
12:30		24	257		
12:45		27	239	114	947
01:00		16	245		
01:15		15	220		
01:30		14	225		
01:45		9	233	54	923
02:00		11	263		
02:15		9	261		
02:30		10	253		
02:45		12	268	42	1045
03:00		8	255		
03:15		14	230		
03:30		17	217		
03:45		23	276	62	978
04:00		24	242		
04:15		24	222		
04:30		34	226		
04:45		49	230	131	920
05:00		99	240		
05:15		121	260		
05:30		195	223		
05:45		239	233	654	956
06:00		242	249		
06:15		284	228		
06:30		292	239		
06:45		380	211	1198	927
07:00		422	205		
07:15		421	194		
07:30		394	192		
07:45		350	204	1587	795
08:00		335	195		
08:15		365	201		
08:30		359	154		
08:45		316	175	1375	725
09:00		277	137		
09:15		248	146		
09:30		232	125		
09:45		252	115	1009	523
10:00		239	100		
10:15		222	92		
10:30		220	84		
10:45		182	56	863	332
11:00		202	66		
11:15		210	55		
11:30		233	58		
11:45		180	42	825	221
Total		7914	9292		
Percent		46.0%	54.0%		
Grand Total		7914	9292		
Percent		46.0%	54.0%		
ADT		ADT 17,206		AADT 17,206	

Beverly Blvd
W/O 21st Street

Start Time	29-Oct-19 Tue	East		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		40	221		
12:15		26	254		
12:30		19	226		
12:45		9	192	94	893
01:00		16	210		
01:15		10	193		
01:30		11	254		
01:45		15	241	52	898
02:00		11	258		
02:15		11	277		
02:30		3	292		
02:45		7	334	32	1161
03:00		7	404		
03:15		6	402		
03:30		13	440		
03:45		15	398	41	1644
04:00		9	394		
04:15		15	458		
04:30		19	468		
04:45		25	480	68	1800
05:00		17	445		
05:15		23	426		
05:30		39	428		
05:45		32	424	111	1723
06:00		58	387		
06:15		61	384		
06:30		84	365		
06:45		93	364	296	1500
07:00		111	310		
07:15		157	275		
07:30		169	239		
07:45		224	205	661	1029
08:00		239	204		
08:15		213	186		
08:30		182	135		
08:45		148	135	782	660
09:00		157	125		
09:15		149	100		
09:30		182	124		
09:45		167	121	655	470
10:00		172	84		
10:15		209	96		
10:30		192	56		
10:45		171	71	744	307
11:00		176	58		
11:15		178	44		
11:30		196	43		
11:45		192	42	742	187
Total		4278	12272		
Percent		25.8%	74.2%		
Grand Total		4278	12272		
Percent		25.8%	74.2%		
ADT		ADT 16,550		AADT 16,550	

Appendix - D



City of Montebello

SWITRS Traffic Accident Summary

Accidents Reported Between 10/14/2016 and 10/15/2019

Based on information reported by the State Wide Integrated Traffic Reporting System.

Report Printed on:
10/24/2019

Primary Street: **BEVERLY BL**

Secondary Street: **20TH ST**

Date / ID	Time	Dist / Dir	Severity	Type	Primary Collision Factor	Code		
5/12/2017 8396764	1902	72 Feet East	PDO	Head-On Fixed Object	Not Stated	22107 -		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1 East Proceeding Straight Yes Had Not Been Drinking 0 0								
2/8/2019 8809538	1644	10 Feet North	PDO	Rear End Other Motor Vehicle	Unsafe Starting or Backing	22106 -		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1 South Backing Yes Had Not Been Drinking 0 0								
2 South Stopped No Had Not Been Drinking 0 0								

2 Collisions were reported at this intersection, during this period.

CollisionReport Summary By Type

Direction	Total	Broadside	Sideswipe	Rear_End	Hit_Object	Veh/Ped	Head_On	Overturn	Other
South	1	0	0	1	0	0	0	0	0
East	1	0	0	0	0	0	1	0	0
Grand Total	2	0	0	1	0	0	1	0	0



City of Montebello

SWITRS Traffic Accident Summary

Accidents Reported Between 10/14/2016 and 10/15/2019

Based on information reported by the State Wide Integrated Traffic Reporting System.

Report Printed on:
10/24/2019

Primary Street: **BEVERLY BL**

Secondary Street: **21ST ST**

Date / ID	Time	Dist / Dir	Severity	Type	Primary Collision Factor	Code		
2/16/2017 8308084	1429	0 Feet Int.	Injury (Complaint of Pain)	Broadside Other Motor Vehicle	Not Stated	21804 - B		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	North	Proceeding Straight	Yes	Had Not Been Drinking		0	0	
2	West	Proceeding Straight	No	Had Not Been Drinking		0	1	
5/26/2017 8397050	0745	7 Feet West	Injury (Other Visible)	Broadside Other Motor Vehicle	Not Stated	21951 -		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	West	Proceeding Straight	Yes	Had Not Been Drinking		0	1	
2	North	Making Left Turn	No	Had Not Been Drinking		0	0	
11/20/2017 8504224	1314	40 Feet East	Injury (Severe)	Vehicle/Pedestri Pedestrian	Traffic Signals and Signs	21453 - A		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	Not Stated	Proceeding Straight	Yes	Impairment Unknown		0	1	
2	East	Proceeding Straight	No	Had Not Been Drinking		0	0	
1/31/2018 8552325	1215	0 Feet Int.	PDO	Sideswipe Other Motor Vehicle	Not Stated	21804 - A		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	West	Entering Traffic	Yes	Had Not Been Drinking		0	0	
2	West	Proceeding Straight	No	Had Not Been Drinking		0	0	
3/26/2019 8842652	0713	0 Feet Int.	Injury (Complaint of Pain)	Broadside Other Motor Vehicle	Not Stated	21801 - A		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	North	Making Left Turn	Yes	Had Not Been Drinking		0	1	
2	West	Proceeding Straight	No	Had Not Been Drinking		0	0	
8/27/2019 8948361	1836	0 Feet Int.	Injury (Complaint of Pain)	Broadside Other Motor Vehicle	Not Stated	21801 - A		
Party: Dir of Travel: Movement: At_Fault: Sobriety: Killed: Inj:								
1	North	Making Left Turn	Yes	Had Not Been Drinking		0	1	
2	West	Proceeding Straight	No	Had Not Been Drinking		0	1	

6 Collisions were reported at this intersection, during this period.

CollisionReport Summary By Type

Direction	Total	Broadside	Sideswipe	Rear_End	Hit_Object	Veh/Ped	Head_On	Overturn	Other
North	3	3	0	0	0	0	0	0	0
West	2	1	1	0	0	0	0	0	0
Not Stated	1	0	0	0	0	1	0	0	0
Grand Total	6	4	1	0	0	1	0	0	0

Appendix - E

MUTCD

Traffic Signal Warrants

City of Montebello	Los Angeles	Calc S. Hilton	Date 11/01/19
Agency	County	Check S. Hilton	Date
Major St: Beverly Boulevard		Critical Approach Speed 35	mph
Minor St: 20th Street		Critical Approach Speed 25	mph
Critical speed of major street traffic > 40 mph		☐	}
		or ☐	
In built up area of isolated community of < 10,000 pop.		☒	
			RURAL (R)
			URBAN (U)

WARRANT 1A - Eight Hour Vehicular Volume

100% SATISFIED YES ☐ NO ☒

	MINIMUM REQUIREMENTS				80% SATISFIED								YES	☐	NO
	(80% SHOWN IN BRACKETS)														
	U	R	U	R											
APPROACH LANES	1		2 or more		12PM	8AM	2PM	7AM	6PM	3PM	4PM	5PM	Hour		
Both Approaches	500	350	600	420	1646	1711	1820	2024	2160	2342	2465	2481			
Major Street	(400)	(280)	(480)	(336)											
Highest Approaches	150	105	200	140	58	54	56	60	40	54	61	66			
Minor Street	(120)	(84)	(160)	(112)											

80% SATISFIED YES ☐ NO ☒

WARRANT 1B - Interruption of Continuous Traffic

100% SATISFIED YES ☐ NO ☒

	MINIMUM REQUIREMENTS				80% SATISFIED								YES	☐	NO
	(80% SHOWN IN BRACKETS)														
	U	R	U	R											
APPROACH LANES	1		2 or more		12PM	8AM	2PM	7AM	6PM	3PM	4PM	5PM	Hour		
Both Approaches	750	525	900	630	1646	1711	1820	2024	2160	2342	2465	2481			
Major Street	(600)	(420)	(720)	(504)											
Highest Approaches	75	53	100	70	58	54	56	60	40	54	61	66			
Minor Street	(60)	(42)	(80)	(56)											

80% SATISFIED YES ☐ NO ☒

WARRANT 1C - Combination of Condition A & B

SATISFIED YES ☐ NO ☒

REQUIREMENT	WARRANT	FULFILLED
TWO WARRANTS SATISFIED 80%	1. Minimum Vehicular Volume	Yes ☐ No ☒
	2. Interruption of continuous traffic	
REQUIREMENT	WARRANT	FULFILLED
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFFIC PROBLEMS.		Yes ☐ No ☒

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED YES ☐ NO ☒

Approach Lanes		One	2 or More	12PM	8AM	2PM	7AM	Hour
Both Approaches	- Major Street		X	1646	1711	1820	2024	
Highest Approaches	- Minor Street	X		58	54	56	60	

All plotted points fall above the curve in Figure 4C-1 (URBAN AREAS)	YES ☐ NO ☒	
OR, All plotted points fall above the curve in Figure 4C-2 (RURAL AREAS)	YES ☐ NO ☐	N/A ☒

WARRANT 3 - Peak Hour

SATISFIED YES ☐ NO ☒

(Part A or Part B must be satisfied)

Part A

(All parts 1, 2 and 3 below must be satisfied for the same one hour, for any four consecutive 15 -minute periods)

1	The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle hours for a one-lane approach, or five vehicle-hours for a two-lane approach; AND	YES ☐ NO ☒
2	The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	YES ☐ NO ☒
3	The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	YES ☒ NO ☐

Part B

SATISFIED * YES ☐ NO ☒

Approach Lanes		One	2 or More	12PM
Both Approaches	- Major Street		X	1646
Highest Approaches	- Minor Street	X		58

The plotted point falls above the curve in Figure 4C-3 (URBAN AREAS)	YES ☐ NO ☒	
OR The plotted point falls above the curve in Figure 4C-4 (RURAL AREAS)	YES ☐ NO ☐	N/A ☒

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD

Traffic Signal Warrants

WARRANT 4 - Pedestrian Volume (All Parts Must Be Satisfied)

SATISFIED YES ☐ NO ☒

Part 1 (Parts A or B must be satisfied)

A. Hours ---->	7AM	8AM	3PM	4PM
Vehicles per hour for any 4 hours	2024	1711	2342	2465
Pedestrians per hour for any 4 hours	29	10	51	11

Figure 4C-5 or Figure 4C-6
SATISFIED YES ☐ NO ☒

B. Hours ---->	7AM	8AM	3PM	4PM
Vehicles per hour for any 4 hours	2024	1711	2342	2465
Pedestrians per hour for any 4 hours	29	10	51	11

Figure 4C-7 or Figure 4C-8
SATISFIED YES ☐ NO ☒

Part 2

SATISFIED YES ☒ NO ☐

AND, The distance to the nearest traffic signal along the major street is greater than 90 meters (300 ft)	Yes ☒ No ☐
OR, The proposed traffic signal will not restrict progressive traffic flow along traffic flow along the major street.	Yes ☒ No ☐

WARRANT 5 - School Crossing (Parts A and B Must Be Satisfied)

SATISFIED YES ☐ NO ☒ N/A ☐

Part A

SATISFIED YES ☒ NO ☐

Gap/Minutes and # of Children 5 Hour

Gaps vs Minutes	Minutes Children Using Crossing	60
	Number of Adequate Gaps	13

Gaps < Minutes	YES ☒ NO ☐
AND Children > 20/hr	YES ☐ NO ☒

AND, Consideration has been given to less restrictive remedial measures. YES ☐ NO ☒

Part B

SATISFIED YES ☒ NO ☐

AND, The distance to the nearest traffic signal along the major street is greater than 90 meters (300 ft).	Yes ☒ No ☐
OR, The proposed traffic signal will not restrict progressive traffic flow along traffic flow along the major street.	Yes ☒ No ☐

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

WARRANT 6 - Coordinated Signal System (All Parts Must Be Satisfied)

SATISFIED

YES ☐

NO ☒

MINIMUM REQUIREMENTS	DISTANCE TO NEAREST SIGNAL (feet)	FULFILLED
≥ 1,000 feet	N _____ S _____ E <u>655</u> W <u>833</u>	Yes ☐ No ☒
traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning. OR, On a two-way street, the adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.		Yes ☐ No ☒

WARRANT 7 - Crash Experience Warrant (All Parts Must be Satisfied)

SATISFIED

YES ☐

NO ☒

Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency.		Yes ☐ No ☒
REQUIREMENTS	Number of crashes reported within a 12 month period susceptible to correction by a traffic signal, and involving injury or damage exceeding the requirements for a reportable crash	Yes ☐ No ☒
5 OR MORE		
REQUIREMENTS	CONDITIONS	
One Condition Satisfied 80%	Warrant 1, Condition A - Minimum Vehicular Volume	Yes ☐ No ☒
	OR, Warrant 1, Condition B - Interruption of Continuous Traffic	
	OR, Warrant 4, Pedestrian Volume Condition Ped Vol ≥ 80%, of Figure 4C-5 through Figure 4C-8	

WARRANT 8 - Roadway Network (All Parts Must be Satisfied)

SATISFIED

YES ☐

NO ☐

N/A ☒

MINIMUM VOLUME REQUIREMENT	ENTERING VOLUMES - ALL APPROACHES	X	FULFILLED
1,000 Veh/Hr	During Typical Weekday Peak Hour _____ Veh/Hr and has 5-year projected traffic volumes that meet one or more of Warrants 1, 2, and 3 during an average weekday	☐	Yes ☐ No ☐
	OR During Each of Any 5 hrs of a Saturday or Sunday _____ Veh/Hr	☐	
		☐	
CHARACTERISTICS OF MAJOR ROUTES		MAJOR ST.	MINOR ST.
Hwy. System Serving as Principle Network for Through Traffic			
Rural or Suburban Hwy Outside of, Entering, or Traversing a City			
Appears as Major Route on an Official Plan			
Any major route characteristics met, both streets			Yes ☐ No ☐

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD

Traffic Signal Warrants

WARRANT 9 - Intersection Near a Grade Crossing (Both Parts A and B Must be Satisfied)

SATISFIED

YES ☐

NO ☐

N/A ☒

Part A

A grade crossing exist on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach. Track Center Line to Limit Line _____ ft

Yes ☐

No ☐

PART B

There is one minor street approach lane at the track crossing - During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-9

Major Street - Total of both approaches: _____ VPH Minor Street- Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH

Yes ☐

No ☐

OR, There are two or more minor street approach lanes at the track crossing - During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-10.

Major Street - Total of both approaches: _____ VPH Minor Street- Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

City of Montebello	Los Angeles	Calc S. Hilton	Date 11/01/19
Agency	County	Check S. Hilton	Date
Major St: <u>Beverly Boulevard</u>		Critical Approach Speed	<u>35</u> mph
Minor St: <u>21st Street</u>		Critical Approach Speed	<u>25</u> mph
Critical speed of major street traffic > 40 mph		☐	}
In built up area of isolated community of < 10,000 pop.		or ☐	
		☒	
			RURAL (R)
			URBAN (U)

WARRANT 1A - Eight Hour Vehicular Volume 100% SATISFIED YES ☐ NO ☒

		MINIMUM REQUIREMENTS				80% SATISFIED								YES	☐	NO
		(80% SHOWN IN BRACKETS)														
		U	R	U	R											
APPROACH LANES	1		2 or more		12PM	8AM	2PM	7AM	6PM	3PM	5PM	4PM	Hour			
Both Approaches	500	350	600	420	1733	1778	1971	2071	2215	2425	2480	2616				
Major Street	(400)	(280)	(480)	(336)												
Highest Approaches	150	105	200	140	58	54	59	60	40	54	58	66				
Minor Street	(120)	(84)	(160)	(112)												

WARRANT 1B - Interruption of Continuous Traffic 100% SATISFIED YES ☐ NO ☒

	MINIMUM REQUIREMENTS				80% SATISFIED								YES		NO
	(80% SHOWN IN BRACKETS)														
	U	R	U	R											
APPROACH LANES	1		2 or more		12PM	8AM	2PM	7AM	6PM	3PM	5PM	4PM	Hour		
Both Approaches	750	525	900	630	1733	1778	1971	2071	2215	2425	2480	2616			
Major Street	(600)	(420)	(720)	(504)											
Highest Approaches	75	53	100	70	58	54	59	60	40	54	58	66			
Minor Street	(60)	(42)	(80)	(56)											

WARRANT 1C - Combination of Condition A & B SATISFIED YES ☐ NO ☒

REQUIREMENT	WARRANT	FULFILLED
TWO WARRANTS SATISFIED 80%	1. Minimum Vehicular Volume	Yes ☐ No ☒
	2. Interruption of continuous traffic	
REQUIREMENT	WARRANT	FULFILLED
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFFIC PROBLEMS.		Yes ☐ No ☒

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED YES ☐ NO ☒

Approach Lanes		One	2 or More	12PM	8AM	2PM	7AM	Hour
Both Approaches	- Major Street		X	1733	1778	1971	2071	
Highest Approaches	- Minor Street	X		58	54	59	60	

All plotted points fall above the curve in Figure 4C-1 (URBAN AREAS)	YES ☐ NO ☒	
OR, All plotted points fall above the curve in Figure 4C-2 (RURAL AREAS)	YES ☐ NO ☐	N/A ☒

WARRANT 3 - Peak Hour

SATISFIED YES ☐ NO ☒

(Part A or Part B must be satisfied)

Part A

(All parts 1, 2 and 3 below must be satisfied for the same one hour, for any four consecutive 15 -minute periods)

1	The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle hours for a one-lane approach, or five vehicle-hours for a two-lane approach; AND	YES ☐ NO ☒
2	The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	YES ☐ NO ☒
3	The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	YES ☒ NO ☐

Part B

SATISFIED YES ☐ NO ☒

Approach Lanes		One	2 or More	12PM
Both Approaches	- Major Street		X	1733
Highest Approaches	- Minor Street	X		58

The plotted point falls above the curve in Figure 4C-3 (URBAN AREAS)	YES ☐ NO ☒	
OR The plotted point falls above the curve in Figure 4C-4 (RURAL AREAS)	YES ☐ NO ☐	N/A ☒

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

WARRANT 4 - Pedestrian Volume (All Parts Must Be Satisfied)

SATISFIED YES ☐ NO ☒

Part 1 (Parts A or B must be satisfied)

A. Hours ---->	7AM	8AM	3PM	4PM
Vehicles per hour for any 4 hours	2071	1778	2425	2616
Pedestrians per hour for any 4 hours	29	10	51	11

Figure 4C-5 or Figure 4C-6

SATISFIED YES ☐ NO ☒

B. Hours ---->	7AM	8AM	3PM	4PM
Vehicles per hour for any 4 hours	2071	1778	2425	2616
Pedestrians per hour for any 4 hours	29	10	51	11

Figure 4C-7 or Figure 4C-8

SATISFIED YES ☐ NO ☒

Part 2

SATISFIED YES ☒ NO ☐

AND, The distance to the nearest traffic signal along the major street is greater than 90 meters (300 ft)	Yes ☒	No ☐
OR, The proposed traffic signal will not restrict progressive traffic flow along traffic flow along the major street.	Yes ☒	No ☐

WARRANT 5 - School Crossing (Parts A and B Must Be Satisfied)

SATISFIED YES ☒ NO ☐ N/A ☐

Part A

SATISFIED YES ☒ NO ☐

Gap/Minutes and # of Children 51 Hour

Gaps vs Minutes	Minutes Children Using Crossing	60
	Number of Adequate Gaps	33

Gaps < Minutes
AND Children > 20/hr

YES ☒ NO ☐

YES ☒ NO ☐

AND, Consideration has been given to less restrictive remedial measures.

YES ☒ NO ☐

Part B

SATISFIED YES ☒ NO ☐

AND, The distance to the nearest traffic signal along the major street is greater than 90 meters (300 ft).	Yes ☒	No ☐
OR, The proposed traffic signal will not restrict progressive traffic flow along traffic flow along the major street.	Yes ☒	No ☐

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD Traffic Signal Warrants

WARRANT 6 - Coordinated Signal System (All Parts Must Be Satisfied)

SATISFIED YES ☐ NO ☒

MINIMUM REQUIREMENTS	DISTANCE TO NEAREST SIGNAL (feet)	FULFILLED
≥ 1,000 feet	N _____ S _____ E <u>1,024</u> W <u>466</u>	Yes ☐ No ☒
traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning. OR, On a two-way street, the adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.		Yes ☐ No ☒

WARRANT 7 - Crash Experience Warrant (All Parts Must be Satisfied)

SATISFIED YES ☐ NO ☒

Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency.		Yes ☐ No ☒
REQUIREMENTS	Number of crashes reported within a 12 month period susceptible to correction by a traffic signal, and involving injury or damage exceeding the requirements for a reportable crash	Yes ☐ No ☒
5 OR MORE		
REQUIREMENTS	CONDITIONS	
One Condition Satisfied 80%	Warrant 1, Condition A - Minimum Vehicular Volume	Yes ☐ No ☒
	OR, Warrant 1, Condition B - Interruption of Continuous Traffic	
	OR, Warrant 4, Pedestrian Volume Condition Ped Vol ≥ 80%, of Figure 4C-5 through Figure 4C-8	

WARRANT 8 - Roadway Network (All Parts Must be Satisfied)

SATISFIED YES ☐ NO ☐ N/A ☒

MINIMUM VOLUME REQUIREMENT	ENTERING VOLUMES - ALL APPROACHES	FULFILLED												
1,000 Veh/Hr	During Typical Weekday Peak Hour _____ Veh/Hr and has 5-year projected traffic volumes that meet one or more of Warrants 1, 2, and 3 during an average weekday	Yes ☐ No ☐												
	OR During Each of Any 5 hrs of a Saturday or Sunday _____ Veh/Hr													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">CHARACTERISTICS OF MAJOR ROUTES</th><th style="width: 25%;">MAJOR ST.</th><th style="width: 25%;">MINOR ST.</th></tr> <tr> <td>Hwy. System Serving as Principle Network for Through Traffic</td><td></td><td></td></tr> <tr> <td>Rural or Suburban Hwy Outside of, Entering, or Traversing a City</td><td></td><td></td></tr> <tr> <td>Appears as Major Route on an Official Plan</td><td></td><td></td></tr> </table>		CHARACTERISTICS OF MAJOR ROUTES	MAJOR ST.	MINOR ST.	Hwy. System Serving as Principle Network for Through Traffic			Rural or Suburban Hwy Outside of, Entering, or Traversing a City			Appears as Major Route on an Official Plan			Yes ☐ No ☐
CHARACTERISTICS OF MAJOR ROUTES	MAJOR ST.	MINOR ST.												
Hwy. System Serving as Principle Network for Through Traffic														
Rural or Suburban Hwy Outside of, Entering, or Traversing a City														
Appears as Major Route on an Official Plan														
Any major route characteristics met, both streets														

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

MUTCD

Traffic Signal Warrants

WARRANT 9 - Intersection Near a Grade Crossing (Both Parts A and B Must be Satisfied)

SATISFIED

YES ☐

NO ☐

N/A ☒

Part A

A grade crossing exist on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach. Track Center Line to Limit Line _____ ft

Yes ☐

No ☐

PART B

There is one minor street approach lane at the track crossing - During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-9

Major Street - Total of both approaches: _____ VPH Minor Street- Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH

Yes ☐

No ☐

OR, There are two or more minor street approach lanes at the track crossing -

During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-10.

Major Street - Total of both approaches: _____ VPH Minor Street- Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH

The satisfaction of a warrant is not necessarily justification for a signal. Delay, congestion, confusion or other evidence of the need for right-of-way assignment must be shown.

Appendix - F

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_EB
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
07:00 AM	100	16	7	0	2	2	4	2	3	0	4	0	1	2	2	3	48	8 - 9
07:15 AM	141	21	9	2	7	3	3	3	0	3	2	2	0	0	1	7	63	6 - 7
07:30 AM	155	18	7	7	2	4	1	3	2	2	4	0	1	1	3	4	59	6 - 7
07:45 AM	222	36	20	8	5	7	3	1	1	3	1	2	2	0	0	1	90	4 - 5
Total	618	91	43	17	16	16	11	9	6	8	11	4	4	3	6	15	260	4 - 5
08:00 AM	235	34	13	11	9	6	4	2	2	1	0	3	0	0	1	1	87	4 - 5
08:15 AM	214	31	22	10	1	2	2	1	3	0	1	0	1	1	2	3	80	4 - 5
08:30 AM	177	18	12	9	5	1	2	2	1	0	3	2	0	2	2	5	64	6 - 7
08:45 AM	149	20	11	6	4	9	3	3	1	4	1	0	0	0	3	5	70	6 - 7
Total	775	103	58	36	19	18	11	8	7	5	5	5	1	3	8	14	301	4 - 5
Grand Total	1393	194	101	53	35	34	22	17	13	13	16	9	5	6	14	29	561	4 - 5
Total %		34.6	18.0	9.4	6.2	6.1	3.9	3.0	2.3	2.3	2.9	1.6	0.9	1.1	2.5	5.2		

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Occurred: 07:45 AM
 Volume 848
 High Int. 08:00 AM
 Volume 235
 PHF 0.902

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_EB_Mid-day
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
11:00 AM	176	31	11	6	3	5	5	5	1	1	3	2	2	2	1	1	79	4 - 5
11:15 AM	175	22	11	10	5	5	3	2	7	2	1	1	3	0	0	2	74	6 - 7
11:30 AM	187	24	10	5	4	3	7	2	0	0	1	2	2	2	0	5	67	4 - 5
11:45 AM	195	26	12	9	4	7	5	2	1	3	0	2	0	2	1	2	76	6 - 7
Total	733	103	44	30	16	20	20	11	9	6	5	7	7	6	2	10	296	6 - 7
12:00 PM	223	29	18	11	4	4	3	2	3	2	1	1	1	2	1	2	84	4 - 5
12:15 PM	247	34	16	7	4	6	3	4	1	3	0	1	1	2	1	1	84	4 - 5
12:30 PM	227	34	17	8	3	4	3	5	5	6	0	1	0	0	0	1	87	4 - 5
12:45 PM	194	37	8	10	4	6	0	7	6	2	2	2	1	0	0	1	86	4 - 5
Total	891	134	59	36	15	20	9	18	15	13	3	5	3	4	2	5	341	4 - 5
01:00 PM	212	34	14	6	6	4	4	4	0	2	1	2	3	3	0	1	84	4 - 5
01:15 PM	190	24	17	7	4	7	4	3	2	1	2	2	1	1	0	3	78	4 - 5
01:30 PM	232	40	17	9	4	3	1	0	2	3	2	0	1	2	0	3	87	4 - 5
01:45 PM	225	32	10	4	9	4	0	2	2	2	0	1	0	0	1	6	73	4 - 5
Total	859	130	58	26	23	18	9	9	6	8	5	5	5	6	1	13	322	4 - 5
Grand Total	2483	367	161	92	54	58	38	38	30	27	13	17	15	16	5	28	959	4 - 5
Total %		38.3	16.8	9.6	5.6	6.0	4.0	4.0	3.1	2.8	1.4	1.8	1.6	1.7	0.5	2.9		

Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1

Peak Occurred: 11:45 AM
 Volume 892
 High Int. 12:15 PM
 Volume 247
 PHF 0.903

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_EB_PM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
03:00 PM	418	35	20	11	0	3	1	3	1	1	0	0	1	0	0	0	76	4 - 5
03:15 PM	383	28	13	8	5	2	5	1	3	2	1	0	0	1	0	1	70	4 - 5
03:30 PM	431	43	13	7	0	4	3	2	2	3	2	0	0	0	0	1	80	2 - 3
03:45 PM	379	47	16	10	9	4	1	0	2	1	0	1	0	0	0	2	93	2 - 3
Total	1611	153	62	36	14	13	10	6	8	7	3	1	1	1	0	4	319	4 - 5
04:00 PM	370	54	13	8	7	2	2	1	0	1	0	3	2	0	0	1	94	2 - 3
04:15 PM	441	46	13	8	4	4	3	4	3	0	0	0	0	0	0	1	86	2 - 3
04:30 PM	465	39	16	4	2	2	2	1	2	2	1	0	0	1	1	1	74	2 - 3
04:45 PM	464	34	19	4	4	2	2	0	2	1	2	0	0	1	0	2	73	4 - 5
Total	1740	173	61	24	17	10	9	6	7	4	3	3	2	2	1	5	327	2 - 3
05:00 PM	447	40	20	9	7	8	1	1	2	0	0	1	0	0	0	0	89	4 - 5
05:15 PM	442	37	11	10	2	5	3	2	1	0	0	1	1	0	1	2	76	4 - 5
05:30 PM	394	33	10	10	7	3	4	2	0	2	1	0	1	1	0	1	75	4 - 5
05:45 PM	384	33	16	5	3	3	1	2	0	0	0	0	0	0	0	6	69	4 - 5
Total	1667	143	57	34	19	19	9	7	3	2	1	2	2	1	1	9	309	4 - 5
Grand Total	5018	469	180	94	50	42	28	19	18	13	7	6	5	4	2	18	955	4 - 5
Total %		49.1	18.8	9.8	5.2	4.4	2.9	2.0	1.9	1.4	0.7	0.6	0.5	0.4	0.2	1.9		

Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1

Peak Occurred: 04:30 PM
 Volume 1818
 High Int. 04:30 PM
 Volume 465
 PHF 0.977

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_WB_AM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
07:00 AM	407	37	14	6	5	2	3	1	2	0	1	0	1	1	1	3	77	4 - 5
07:15 AM	403	64	15	5	7	2	1	4	1	1	2	0	0	1	0	1	104	2 - 3
07:30 AM	347	47	19	9	2	4	4	1	0	1	1	0	0	0	2	3	93	2 - 3
07:45 AM	295	46	14	6	5	7	0	0	3	0	2	1	1	0	0	4	89	2 - 3
Total	1452	194	62	26	19	15	8	6	6	2	6	1	2	2	3	11	363	2 - 3
08:00 AM	317	57	16	12	2	6	2	1	2	3	3	0	1	0	0	1	106	2 - 3
08:15 AM	333	43	21	6	6	4	4	3	3	2	0	1	0	0	0	2	95	4 - 5
08:30 AM	316	55	13	6	5	1	2	5	2	0	1	1	1	2	0	3	97	2 - 3
08:45 AM	270	51	21	11	11	3	1	3	1	1	0	1	0	0	1	4	109	4 - 5
Total	1236	206	71	35	24	14	9	12	8	6	4	3	2	2	1	10	407	2 - 3
Grand Total	2688	400	133	61	43	29	17	18	14	8	10	4	4	4	4	21	770	2 - 3
Total %		51.9	17.3	7.9	5.6	3.8	2.2	2.3	1.8	1.0	1.3	0.5	0.5	0.5	0.5	2.7		

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Occurred: 07:00 AM
 Volume 1452
 High Int. 07:00 AM
 Volume 407
 PHF 0.892

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_WB_Mid-day
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
11:00 AM	171	34	16	5	7	4	4	2	0	2	3	0	2	2	0	5	86	4 - 5
11:15 AM	186	32	17	7	7	3	0	4	1	0	3	0	3	0	0	6	83	4 - 5
11:30 AM	226	45	21	17	8	5	3	2	1	0	2	3	0	1	2	0	110	4 - 5
11:45 AM	136	30	16	12	10	5	6	3	3	3	1	2	1	2	0	1	95	6 - 7
Total	719	141	70	41	32	17	13	11	5	5	9	5	6	5	2	12	374	4 - 5
12:00 PM	177	29	15	11	7	1	5	3	1	2	2	2	1	0	0	5	84	4 - 5
12:15 PM	205	36	20	16	5	6	2	5	2	0	0	1	1	0	1	3	98	4 - 5
12:30 PM	215	36	17	5	7	2	3	0	1	1	0	1	1	0	1	6	81	4 - 5
12:45 PM	182	37	23	7	4	4	3	1	3	2	1	4	2	1	0	2	94	4 - 5
Total	779	138	75	39	23	13	13	9	7	5	3	8	5	1	2	16	357	4 - 5
01:00 PM	208	43	14	18	5	4	5	2	3	0	1	1	1	0	0	3	100	4 - 5
01:15 PM	179	34	19	15	3	3	3	2	3	2	2	1	0	1	0	4	92	4 - 5
01:30 PM	228	28	9	6	10	5	5	3	2	0	1	1	2	1	1	2	76	6 - 7
01:45 PM	192	23	30	8	9	5	4	3	1	1	1	2	1	1	0	2	91	4 - 5
Total	807	128	72	47	27	17	17	10	9	3	5	5	4	3	1	11	359	4 - 5
Grand Total	2305	407	217	127	82	47	43	30	21	13	17	18	15	9	5	39	1090	4 - 5
Total %		37.3	19.9	11.7	7.5	4.3	3.9	2.8	1.9	1.2	1.6	1.7	1.4	0.8	0.5	3.6		

Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1

Peak Occurred: 12:15 PM
 Volume 810
 High Int. 12:30 PM
 Volume 215
 PHF 0.942

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_20th_Beverly_WB_PM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
03:00 PM	217	26	15	5	5	2	3	3	2	3	2	2	2	1	0	3	74	4 - 5
03:15 PM	217	26	12	8	6	4	4	3	3	0	0	1	1	1	1	4	74	4 - 5
03:30 PM	180	24	12	7	5	4	4	2	1	0	1	0	1	1	0	7	69	4 - 5
03:45 PM	256	34	18	11	8	3	2	2	3	0	2	1	0	1	1	1	87	4 - 5
Total	870	110	57	31	24	13	13	10	9	3	5	4	4	4	2	15	304	4 - 5
04:00 PM	219	33	15	9	6	2	1	2	0	3	2	1	1	1	2	3	81	4 - 5
04:15 PM	205	38	14	8	4	3	4	3	2	3	3	1	4	1	0	1	89	4 - 5
04:30 PM	195	29	23	11	6	2	1	1	0	1	2	1	1	1	1	6	86	4 - 5
04:45 PM	190	40	19	6	8	8	3	2	0	3	2	2	1	0	1	3	98	4 - 5
Total	809	140	71	34	24	15	9	8	2	10	9	5	7	3	4	13	354	4 - 5
05:00 PM	205	46	18	10	6	5	2	3	0	3	1	0	1	2	0	3	100	4 - 5
05:15 PM	192	34	14	7	2	8	2	2	0	3	0	2	2	2	0	4	82	4 - 5
05:30 PM	202	35	14	6	7	4	1	3	2	2	1	0	0	0	1	6	82	4 - 5
05:45 PM	199	26	6	5	3	3	2	2	1	2	1	1	1	0	0	8	61	4 - 5
Total	798	141	52	28	18	20	7	10	3	10	3	3	4	4	1	21	325	4 - 5
Grand Total	2477	391	180	93	66	48	29	28	14	23	17	12	15	11	7	49	983	4 - 5
Total %		39.8	18.3	9.5	6.7	4.9	3.0	2.8	1.4	2.3	1.7	1.2	1.5	1.1	0.7	5.0		

Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1

Peak Occurred: 03:45 PM
 Volume 875
 High Int. 03:45 PM
 Volume 256
 PHF 0.854

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_EB_AM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
07:00 AM	111	12	4	5	4	2	2	1	1	4	2	2	3	0	1	6	49	8 - 9
07:15 AM	157	18	12	5	3	2	6	2	2	1	0	1	1	1	0	9	63	6 - 7
07:30 AM	181	17	6	6	1	0	5	1	3	1	1	4	0	0	1	8	54	6 - 7
07:45 AM	228	39	11	5	8	5	4	1	1	1	1	0	2	1	1	3	83	4 - 5
Total	677	86	33	21	16	9	17	5	7	7	4	7	6	2	3	26	249	6 - 7
08:00 AM	236	36	12	8	6	5	3	2	0	3	3	3	1	0	1	1	84	4 - 5
08:15 AM	214	32	13	7	5	5	2	2	3	3	2	1	1	1	0	3	80	4 - 5
08:30 AM	191	29	5	8	4	5	1	2	2	0	2	0	2	3	1	5	69	6 - 7
08:45 AM	147	20	8	2	4	5	3	2	3	2	2	0	1	2	4	5	63	8 - 9
Total	788	117	38	25	19	20	9	8	8	8	9	4	5	6	6	14	296	4 - 5
Grand Total	1465	203	71	46	35	29	26	13	15	15	13	11	11	8	9	40	545	4 - 5
Total %		37.2	13.0	8.4	6.4	5.3	4.8	2.4	2.8	2.8	2.4	2.0	2.0	1.5	1.7	7.3		

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Occurred: 07:45 AM
 Volume 869
 High Int. 08:00 AM
 Volume 236
 PHF 0.921

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_EB_Mid-day
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
11:00 AM	176	20	8	2	3	9	3	2	3	3	1	1	0	1	1	4	61	8 - 9
11:15 AM	180	25	13	8	5	3	2	5	3	2	2	1	2	3	0	2	76	6 - 7
11:30 AM	202	25	15	7	5	3	4	2	3	2	2	2	1	2	1	2	76	4 - 5
11:45 AM	199	18	14	10	5	5	4	5	3	0	0	1	1	1	1	4	72	6 - 7
Total	757	88	50	27	18	20	13	14	12	7	5	5	4	7	3	12	285	6 - 7
12:00 PM	223	27	15	10	4	1	3	2	4	2	2	2	0	1	2	2	77	4 - 5
12:15 PM	264	31	13	6	5	3	6	1	1	3	2	1	1	3	0	1	77	4 - 5
12:30 PM	239	28	6	4	3	3	5	1	8	3	0	1	0	1	0	4	67	4 - 5
12:45 PM	189	24	9	7	1	3	3	8	1	1	1	1	5	2	0	2	68	6 - 7
Total	915	110	43	27	13	10	17	12	14	9	5	5	6	7	2	9	289	4 - 5
01:00 PM	227	39	10	9	1	5	7	0	1	1	2	1	1	5	0	2	84	4 - 5
01:15 PM	208	37	10	9	4	3	4	2	5	3	1	1	3	2	0	1	85	4 - 5
01:30 PM	242	34	15	3	4	5	1	2	0	5	0	2	1	1	1	3	77	4 - 5
01:45 PM	247	31	7	1	8	6	3	6	0	2	5	0	0	0	1	3	73	4 - 5
Total	924	141	42	22	17	19	15	10	6	11	8	4	5	8	2	9	319	4 - 5
Grand Total	2596	339	135	76	48	49	45	36	32	27	18	14	15	22	7	30	893	4 - 5
Total %		38.0	15.1	8.5	5.4	5.5	5.0	4.0	3.6	3.0	2.0	1.6	1.7	2.5	0.8	3.4		

Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1

Peak Occurred: 11:45 AM
 Volume 925
 High Int. 12:15 PM
 Volume 264
 PHF 0.876

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_EB_PM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Eastbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
03:00 PM	397	44	14	7	7	2	5	4	0	1	1	1	0	1	0	0	87	2 - 3
03:15 PM	398	24	14	13	6	5	3	2	3	2	0	0	1	1	0	0	74	4 - 5
03:30 PM	449	27	12	9	5	3	2	1	2	1	1	0	1	0	0	2	66	4 - 5
03:45 PM	386	38	13	10	8	5	2	1	1	2	0	1	0	2	0	2	85	4 - 5
Total	1630	133	53	39	26	15	12	8	6	6	2	2	2	4	0	4	312	4 - 5
04:00 PM	373	46	9	7	4	5	1	5	1	2	0	0	1	0	0	1	82	2 - 3
04:15 PM	432	36	14	9	6	5	2	4	2	2	0	0	0	1	0	1	82	4 - 5
04:30 PM	466	37	12	4	4	3	5	2	0	0	1	1	0	0	1	1	71	2 - 3
04:45 PM	503	34	10	5	5	4	1	3	0	2	1	1	0	0	0	1	67	2 - 3
Total	1774	153	45	25	19	17	9	14	3	6	2	2	1	1	1	4	302	2 - 3
05:00 PM	478	43	12	7	3	4	2	2	2	1	1	1	1	0	0	0	79	2 - 3
05:15 PM	458	34	14	7	6	3	1	2	2	0	0	0	1	0	1	2	73	4 - 5
05:30 PM	394	32	10	9	4	2	2	5	3	1	1	0	0	0	0	2	71	4 - 5
05:45 PM	427	39	13	5	0	3	2	0	4	0	0	0	0	0	0	5	71	2 - 3
Total	1757	148	49	28	13	12	7	9	11	2	2	1	2	0	1	9	294	2 - 3
Grand Total	5161	434	147	92	58	44	28	31	20	14	6	5	5	5	2	17	908	4 - 5
Total %		47.8	16.2	10.1	6.4	4.8	3.1	3.4	2.2	1.5	0.7	0.6	0.6	0.6	0.2	1.9		

Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1

Peak Occurred: 04:30 PM
 Volume 1905
 High Int. 04:45 PM
 Volume 503
 PHF 0.947

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_WB_AM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
07:00 AM	414	56	8	9	4	6	3	2	0	0	2	0	0	1	0	2	93	2 - 3
07:15 AM	425	71	22	14	8	3	4	1	0	1	0	0	0	0	0	0	124	2 - 3
07:30 AM	393	46	22	8	5	2	3	2	1	0	1	1	0	1	0	2	94	4 - 5
07:45 AM	330	39	21	7	7	1	4	2	1	0	0	2	0	0	0	3	87	4 - 5
Total	1562	212	73	38	24	12	14	7	2	1	3	3	0	2	0	7	398	2 - 3
08:00 AM	330	60	24	15	4	5	2	0	1	2	0	0	1	0	1	1	116	2 - 3
08:15 AM	355	46	20	12	10	4	3	2	2	1	0	0	0	0	0	1	101	4 - 5
08:30 AM	347	37	24	15	3	3	0	1	1	0	1	2	0	1	0	0	88	4 - 5
08:45 AM	283	42	12	10	4	1	3	0	2	2	0	1	0	0	0	2	79	2 - 3
Total	1315	185	80	52	21	13	8	3	6	5	1	3	1	1	1	4	384	4 - 5
Grand Total	2877	397	153	90	45	25	22	10	8	6	4	6	1	3	1	11	782	2 - 3
Total %		50.8	19.6	11.5	5.8	3.2	2.8	1.3	1.0	0.8	0.5	0.8	0.1	0.4	0.1	1.4		

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Occurred: 07:00 AM
 Volume 1562
 High Int. 07:15 AM
 Volume 425
 PHF 0.919

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_WB_Mid-day
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
11:00 AM	175	34	8	11	6	3	3	2	5	0	3	0	2	1	0	3	81	4 - 5
11:15 AM	192	33	17	10	4	4	4	1	1	1	0	2	2	0	2	4	85	4 - 5
11:30 AM	213	38	23	17	4	8	2	2	4	3	0	1	1	1	0	0	104	4 - 5
11:45 AM	137	30	14	10	6	3	5	1	3	2	4	4	0	0	2	2	86	4 - 5
Total	717	135	62	48	20	18	14	6	13	6	7	7	5	2	4	9	356	4 - 5
12:00 PM	179	44	14	13	2	4	2	5	1	3	2	0	1	0	1	5	97	4 - 5
12:15 PM	183	41	20	11	5	6	2	3	3	0	2	1	3	0	1	1	99	4 - 5
12:30 PM	186	32	15	12	5	3	6	3	1	0	4	0	2	0	0	3	86	4 - 5
12:45 PM	174	27	17	12	4	1	2	1	2	2	0	4	2	1	0	5	80	4 - 5
Total	722	144	66	48	16	14	12	12	7	5	8	5	8	1	2	14	362	4 - 5
01:00 PM	212	45	22	9	7	2	4	2	2	1	1	3	1	0	1	2	102	4 - 5
01:15 PM	214	36	21	13	8	4	2	0	2	2	1	1	0	1	0	3	94	4 - 5
01:30 PM	215	26	19	11	7	5	4	0	2	1	1	1	2	2	0	4	85	4 - 5
01:45 PM	166	24	23	9	9	6	0	6	0	0	1	1	1	1	2	3	86	4 - 5
Total	807	131	85	42	31	17	10	8	6	4	4	6	4	4	3	12	367	4 - 5
Grand Total	2246	410	213	138	67	49	36	26	26	15	19	18	17	7	9	35	1085	4 - 5
Total %		37.8	19.6	12.7	6.2	4.5	3.3	2.4	2.4	1.4	1.8	1.7	1.6	0.6	0.8	3.2		

Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1

Peak Occurred: 12:45 PM
 Volume 815
 High Int. 01:30 PM
 Volume 215
 PHF 0.948

CITY TRAFFIC COUNTERS
WWW.CTCOUNTERS.COM

File Name : GapStudy_21st_Beverly_WB_PM
 Site Code : Beverly
 Start Date : 10/29/2019
 Page No : 1

Directions Printed: Westbound

Start Time	Volume	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 - 15	16 - 17	18 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	>29	Int. Total	Average
03:00 PM	227	38	26	5	9	3	0	3	2	1	1	0	0	1	1	4	94	4 - 5
03:15 PM	207	27	21	6	5	5	6	4	1	2	1	2	2	0	0	3	85	4 - 5
03:30 PM	186	31	14	7	4	3	2	2	2	0	0	2	1	1	1	5	75	4 - 5
03:45 PM	197	34	21	11	8	6	6	5	0	1	1	0	0	0	0	1	94	4 - 5
Total	817	130	82	29	26	17	14	14	5	4	3	4	3	2	2	13	348	4 - 5
04:00 PM	203	30	20	10	5	5	3	2	0	0	3	1	0	2	1	1	83	4 - 5
04:15 PM	188	20	14	7	2	5	3	2	3	1	1	0	0	0	0	2	60	4 - 5
04:30 PM	190	33	20	11	12	7	0	2	4	0	1	0	1	0	1	3	95	4 - 5
04:45 PM	212	37	12	10	5	7	2	5	1	1	2	2	0	2	0	0	86	4 - 5
Total	793	120	66	38	24	24	8	11	8	2	7	3	1	4	2	6	324	4 - 5
05:00 PM	197	29	24	9	9	8	3	2	2	2	1	1	0	1	0	1	92	4 - 5
05:15 PM	201	36	16	11	6	8	1	1	2	3	1	1	1	0	1	1	89	4 - 5
05:30 PM	198	14	17	11	5	1	2	1	2	3	5	1	0	0	2	2	66	6 - 7
05:45 PM	186	21	18	5	3	0	1	3	1	0	0	2	2	1	1	6	64	4 - 5
Total	782	100	75	36	23	17	7	7	7	8	7	5	3	2	4	10	311	4 - 5
Grand Total	2392	350	223	103	73	58	29	32	20	14	17	12	7	8	8	29	983	4 - 5
Total %		35.6	22.7	10.5	7.4	5.9	3.0	3.3	2.0	1.4	1.7	1.2	0.7	0.8	0.8	3.0		

Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1

Peak Occurred: 03:00 PM
 Volume 817
 High Int. 03:00 PM
 Volume 227
 PHF 0.900

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Hilton Home2Suites and Golf Course Maintenance Yard

DATE: December 18, 2019

RECOMMENDATION

That the City Council: (1) approve a negotiated settlement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers for inspection and material testing services rendered in the construction of the Home2Suite Hotel and Golf Course Maintenance Yard, under Agreement No. 3237; (2) approve a Resolution advancing funds from the General Fund to Hotel Fund in the amount of \$246,326 for the negotiated settlement, which staff anticipates being reimbursed from future hotel net operating revenues; and (3) direct staff to process payment.

BACKGROUND/ANALYSIS

On May 11, 2016, the City Council awarded a construction contract to KPRS Construction Services, Inc., for the construction of a Hilton Home2Suites at Montebello Golf Course in the amount of \$36,339,174, plus another \$1,599,503 in project improvements and amenities at the site for a total amount of \$37,938,677.

On December 19, 2016, the City entered into an Agreement with Infrastructure Engineers to provide construction inspection and material testing services for the Hilton Home2Suite and Golf Course Maintenance Yard to be constructed at the Montebello Golf Course.

On September 25, 2019, the City Council accepted the construction project by KPRS as completed. The Project involved the construction of an eight-level; approximately 130,000 square feet, mid-scale, extended-stay hotel containing 203 rooms and the relocation and construction of a new maintenance yard for the golf course. The original Project scheduled called for all construction to be completed in 18 months; however due to unanticipated soil work required at the former City Yard site and weather delays, the Project took 24 months to complete, requiring additional inspection and material testing services above those initially contracted for.

FISCAL IMPACTS

This Project was funded by bond proceeds of \$48,630,502 (bond plus interest earned) for the construction of the Project. The bond proceeds were exceeded by approximately \$852,690, which staff anticipates being funded from hotel revenues following final reconciliation of project costs, and the processing of reimbursement with the trustee. In the interim, the General Fund will be used to cover the difference; therefore, a Resolution of an advance from the General Fund to the Hotel Fund has been prepared for City Council consideration and approval. Section 2 of the Resolution directs staff to pay the negotiated settlement and to pursue reimbursement of this advancement from future hotel net operating revenues.

SOURCES OF FUNDS	TOTAL
- Bond Proceeds	\$48,000,000
- Interest Earned	\$ 630,502
Total Funds Available	\$48,630,502
USES OF FUNDS	
- Final KPRS Construction Cost	\$41,000,000
- Other Project Costs	\$ 8,236,866
- Negotiated Settlement	\$ 246,326
Total Project Cost	\$49,483,192
Deficit (or Overages)	\$ 852,690

SUMMARY

The City Council will consider: approval of a negotiated settlement with Infrastructure Engineers for inspection and material testing services rendered in the construction of the Home2Suite Hotel and Golf Course Maintenance Yard, under Agreement No. 3237; (2) approval a Resolution advancing funds from the General Fund to Hotel Fund in the amount of \$246,326 to address additional services, which staff anticipates being reimbursed from future hotel net operating revenues; and (3) direct staff to process payment.

ATTACHMENTS

Resolution of Appropriation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE
CITY OF MONTEBELLO AUTHORIZING THE
ADVANCEMENT OF FUNDS AND PAYMENT OF
ADDITIONAL INSPECTION AND MATERIAL TESTING
SERVICES RELATED TO HOME2SUITE HOTEL AND
MAINTENANCE YARD CONSTRUCTION PROJECT

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:

SECTION 1. That the Director of Finance is hereby authorized to advance funds from General Fund to the Hotel Fund in the amount of \$246,326.

<u>General Fund</u> <u>Account Number</u>	<u>Amount</u>	<u>Hotel Fund</u> <u>Account Number</u>	<u>Amount</u>
100-1400.625 (Due from Hotel Fund)	\$246,326	625-2300.100 (Due to General Fund)	\$246,326

SECTION 2. That the Director of Finance is hereby authorized and directed to pay the negotiated settlement of \$246,326 to Advanced Applied Engineering, Inc. dba Infrastructure Engineers.

SECTION 3. That the Director of Finance is hereby authorized and directed to take actions necessary and appropriate to effectuate the reimbursement from future hotel net operating revenues.

SECTION 4. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 18th DAY OF DECEMBER 2019.

Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: City Hall Repairs and Improvements

DATE: December 18, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Waive the formal bid process for emergency repairs to the City Hall roof and authorize the expenditure of City funds by a four-fifths (4/5) vote pursuant to Montebello Municipal Code (MMC) Section 3.20.050(c);
- 2) Award a construction contract for the necessary City Hall roof repairs to Certified Roofing Applicators;
- 3) Award a construction contract with Vincor Construction, Inc. for City Hall improvements utilizing Sourcewell competitive government bidding process pursuant to MMC Section 3.20.125 (c);
- 4) Award a construction contract to Leed Electric for necessary electric and building improvements at City Hall;
- 5) Authorize the Director of Recreation and Community Services to review and approve change orders within a 10% contingency of all contract amounts; and
- 6) Authorize the City Manager to execute the contract agreements on behalf of the City.

BACKGROUND / ANALYSIS

Emergency Roof Repairs

On August 28, 2019, City Council approved FY 2019-2020 Capital Improvement Project (CIP) Budget which authorized expenditure of Redevelopment Agency (RDA) Bond proceeds to be expensed for building and technology upgrades, including City Hall roof repairs. The roof at City Hall currently has several leaks and areas of disrepair. Over past and current rainy seasons, City staff has had to utilize extensive labor and materials to attempt to alleviate water damage and protect City property due to the condition of the roof.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 18, 2019
CITY HALL REPAIRS AND IMPROVEMENTS
PAGE 2 OF 5

Staff has had two different contractors come out to survey and inspect the condition of the City Hall roof. During the process, both contractors pulled out sample cores which showed that all layers of the roof were in need of replacement. A complete tear down and removal of all layers, down to the concrete deck is being recommended.

Staff has researched and identified a Burke Industries “cool roof” product comprised of a single-ply membrane, known as a Hypalon Membrane. The Burke Hypalon Membrane product comes with a 20 year manufacturer’s material warranty and provides the City with a durable solution. Staff recommends this option as a long term solution for the roof replacement and contacted Burke Industries, the supplier of the Burke Hypalon membrane, who provided the City with three different certified contractors/applicators in the area. The three vendors were contacted for estimates and the City has received one proposal from Certified Roofing Applicators.

With the current condition of the City Hall roof, staff recommends that the City move forward with emergency roof repairs and award a contract to Certified Roofing Applicators for up to \$875,000 to make necessary quoted repairs and to cover any unforeseen additional costs such as Heating, Ventilation and Air Condition (HVAC) unit movement, electrical repairs, drain repairs, lead and asbestos abatement or coping replacement.

The Recreation and Community Services’ Building Maintenance Division has received direction and approval from the City Manager to seek City Council authorization for emergency repairs and waive competitive bidding processes for this emergency situation per MMC Section:

3.20.050 – Conformance with bidding procedures.

Purchase of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

- A. When an emergency, as determined by the purchasing agent with the approval of the city manager, is deemed to require that an order be placed with the nearest available source of supply;
- B. When the supplies and equipment needed can be obtained from one source only;
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;

(Ord. No. 2412, § 2, 2-27-2019)

City Hall Improvements

As part of the City Council approved FY 2019-2020 Capital Improvement Project (CIP) funding was appropriated for improvements to City Hall. These improvements include restructuring office space in the East Wing to accommodate Fire Department administrative staff which will allow for more efficient work flow and centralized permit processing. Additional work will include Americans with Disability Act (ADA) upgrades, door replacements, flooring replacements, ceiling tile replacement and painting. A substantial amount of the demolition portions and minor repairs of the scope of work have been done by City staff to help save on costs. In order to complete some of the work staff solicited quotes from qualified vendors.

Staff is recommending the approval of a contract with Vincor Construction, Inc. for \$160,000 for City Hall East Wing improvements. Vincor Construction, Inc. was selected through a competitive bid process by Sourcewell (formerly National Joint Powers Alliance). Sourcewell is a public cooperative comprised of more than 50,000 member agencies throughout the United States. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority and provides government agencies with competitively bid construction contracts that are ready for use. Sourcewell construction contracts, called ezIQC, are competitively-bid Indefinite Delivery, Indefinite Quantity (IDIQ) contracts awarded to contractors to accomplish the repair, alteration, modernization, and rehabilitation of infrastructure and buildings. The City of Montebello is a currently member of Sourcewell and has previously utilized their contracts for piggyback purchases.

A job walk was conducted with Building Maintenance staff and Sourcewell approved contractors to review the scope of work. Vincor Construction, Inc. provided the most competitive estimate to complete the scope of work in a timely manner.

The City allows for piggybacking per MMC Section:

3.20.125 – Piggybacking purchasing agreements.

- A. The purchasing officer may arrange for the city and enter into purchase contracts with a vendor(s) for the purchase of supplies, equipment, services, including but not limited to materials, vehicles and apparatus, the pricing and terms of which have been previously established by another local, county, state, federal or other public entity, school district, League of California Cities, California Communities Program, or other nonprofit association or group consisting of governmental entities, provided that:

1. The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization;
2. The purchase is made within two years of the competitive bid or negotiation;
3. The purchase conforms to the city's specifications for the item or service; and
4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the city pursuant to this chapter.

(Ord. No. 2412, § 2, 2-27-2019)

At the June 27, 2018 meeting, City Council approved a contract with Leed Electric for on-call electrical work. During the job walk for City Hall improvements, many electrical and lighting needs were identified. The City contacted its current on-call electrical contractor to provide an estimate for the needed work. Leed Electric provided an estimate of \$102,091.

FISCAL IMPACT

The proposed roof repairs and building improvements were included as a part of the FY 2019-2020 CIP Budget, which was approved by City Council on August 28, 2019. The FY 2019-2020 CIP Budget expends RDA Bond Proceeds to fund the necessary repairs and the proposed repairs will have no impact on the General Fund.

SUMMARY

That the City Council waive the formal bid process for emergency repairs to the City Hall roof and authorize the expenditure of City funds by a four-fifths (4/5) vote as required by Montebello Municipal Code ("MMC") Section 3.20.050(c), award a construction contract for necessary City Hall roof repairs to Certified Roofing Applicators, award a construction contract with Vincor Construction, Inc. for City Hall improvements, award a construction contract to Leed Electric for necessary electric and building improvements at City Hall, authorize the Director of Recreation and Community Services to review and approve change orders within a 10% contingency of the contract amount and authorize the City Manager to execute the contract agreements on behalf of the City.

ATTACHMENTS

Certified Roofing Applicators Contract Agreement
Vincor Construction, Inc. Contract Agreement
Leed Electric Contract Agreement
Certified Roofing Applicators Estimate
Vincor Construction, Inc. Estimate
Leed Electric Estimate

CONTRACT AGREEMENT
FOR
CITY HALL ROOF REPAIRS

FY 2019/2020

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **18th day of December, 2019**, BY AND BETWEEN the **City of Montebello** (as AGENCY) and **Certified Roofing Applicators**, (as CONTRACTOR). WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$850,000 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **one hundred (100) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: CERTIFIED ROOFING APPLICATORS

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla,

City Manager

ATTESTED: _____

Irma Barajas, City Clerk,

City Clerk of the City of Montebello

APPROVED AS TO FORM: _____

Arnold Alvarez-Glasman, City Attorney of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

CITY HALL ROOF REPAIRS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$_____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract
documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations
in the obligations or time for completion made pursuant to the terms of the contract documents shall
not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

CITY HALL ROOF REPAIRS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above
stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative

CONTRACT AGREEMENT
FOR
CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **18th day of December, 2019**, BY AND BETWEEN the **City of Montebello** (as AGENCY) and **Vincor Construction, Inc.**, (as CONTRACTOR). WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$160,000 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **twenty (20) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: VINCOR CONSTRUCTION, INC.

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla,

City Manager

ATTESTED: _____

Irma Barajas, City Clerk,

City Clerk of the City of Montebello

APPROVED AS TO FORM: _____

Arnold Alvarez-Glasman, City Attorney of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$_____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract
documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations
in the obligations or time for completion made pursuant to the terms of the contract documents shall
not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND
FOR
CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above
stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound,
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above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative

CONTRACT AGREEMENT
FOR
CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **18th day of December, 2019**, BY AND BETWEEN the **City of Montebello** (as AGENCY) and **Leed Electric**, (as CONTRACTOR). WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$103,316 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **twenty (20) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR: LEED ELECTRIC

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla,

City Manager

ATTESTED: _____

Irma Barajas, City Clerk,

City Clerk of the City of Montebello

APPROVED AS TO FORM: _____

Arnold Alvarez-Glasman, City Attorney of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$_____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract
documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations
in the obligations or time for completion made pursuant to the terms of the contract documents shall
not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND
FOR
CITY HALL IMPROVEMENTS

FY 2019/2020

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above
stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative



Date: November 18, 2019
To: City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Subject: City Hall - Roof Replacement

Proposal/Contract
RA19444

We are pleased to present our proposal to provide all materials, supplies, parts, equipment, tools, transportation, labor and supervision to perform the specified work in a professional manner and in accordance with the specifications outlined in our conversation.

Scope of Work: Tear off and Reroof

1. Tear off all layers down to lightweight concrete deck and haul away all trash.
Existing roof cut off sections, should have tie off waterproofing.
During tear off, additional air conditioning costs may be necessary, please consult with an AC contractor before start of project.
2. Inspect deck water damage and repair if necessary. Note: Additional costs for Time and Material shall be applied.
3. Install new 2-inch dense insulation fully adhered over existing deck.
4. Install new fully adhered Burke Hypalon single-ply membrane over new dense insulation.
5. Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications.
6. Roof all parapet walls with Hypalon membrane.
7. Remove and reinstall new metal coping around all parapet walls. NOTE: If replacement is necessary, additional cost for material shall apply.
8. Weld walk deck around AC units and roof access ladder.
9. Weld all field seams and wall seams with heat guns.
10. All work shall be performed per manufacturer's specifications.
11. Seven (7) year workmanship warranty.
12. Twenty (20) year manufacturer's material warranty.
13. All labor shall be prevailing wages.

The price for the above described work shall be \$678,120.00
City permit fees not included

- EXTRAS:**
1. All electrical lifting or relocating by others.
 2. All AC work by others.
 3. All new roof drain installation, if damaged.
 4. All additional walk mat areas shall be additional time and material.
 5. All asbestos and lead testing shall be owner's responsibility.

Payment Terms: 10% deposit, progress payment to follow once roof work has started, and final payment after completion of project. Final payments shall be paid no later than 30 days after completion.

This proposal may be withdrawn by Certified Roofing Applicators, Inc. if not accepted within 30 days. All material is guaranteed to be as specified. All work shall be completed in a workman like manner according with standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only by written orders and will become an extra charge over and above the proposal amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance, our employees are covered by workers compensation and liability insurance.

ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. City hereby authorizes Certified Roofing Applicators, Inc. to do the work as specified. Payments shall be paid as outlined above. City has the right to rescind this agreement within three (3) working days of the date of acceptance.

We thank you for the opportunity to provide our proposal and look forward to working with you on this project. Please contact me should there be any questions or concerns.

Sincerely,

Shawn Kaprielian
Certified Roofing Applicators, Inc.

Acceptance.....



2651 Saturn Street
Brea, CA 92821
Tel – (714) 528-2900
Fax – (714) 528-2901
www.vincorinc.com

SENT VIA ELECTRONIC MAIL

11/22/2019

City of Montebello
1700 West Victoria Ave.
Montebello, CA 90640
ATTN: James Coiner
Tel: (323) 796-9671
Email: jcoiner@cityofmontebello.com

ROM – BUGETARY BID PROPOSAL

Project Name:	Montebello City Hall, City Council Offices
Location:	1600 W. Beverly Blvd., Montebello, CA 90640
Solicitation No.:	
Proposal Docs Received:	TBD
Period of Performance:	TBD

INCLUSIONS

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

BASE SCOPE – CITY COUNCIL OFFICES:

1. Prior to any construction activities, perform ACM and Lead testing of all impacted materials and provide a survey. Excludes any abatement and to be determined based on the results.
2. Provide regulated work area utilizing caution tape, delineators to demarcate the regulated construction work area and provide plastic containment to all areas that require demo and installation of new walls.
3. Provide clean-up, site supervision, equipment rentals as needed.
4. Provide dumpster to remove and haul away all debris.
5. LOTO and safe off area.
6. Demo existing flooring and cove base and replace with new approved materials, including required prep.
7. Demo existing cabinets enclosure, storage closet with door and wall adjacent to kitchenette.
8. Demo kitchenette area and cap utilities.
9. Demo Existing T-bar grid and ceiling tiles.
10. Provide complete painting including any patch work required.

Vincor Construction, Inc.

SBA 8(a) Certified, Minority Owned, Small Disadvantaged Business





CLARIFICATIONS:

1. All work to be executed as per manufacturer's specifications and recommendations.
2. Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.
3. Excludes any design, engineering, permits, plan check, and all related fees.
4. This Rom assumes no presence of lead or asbestos. All work pertaining to Lead/ACM remediation and air monitoring are excluded.
5. Excludes new and/or any upgrades to existing main Fire Alarm System. Fire alarm devices to tie into existing system.
6. Excludes card reader and security camera work.
7. Excludes any duct cleaning.





Power, Control and Instrumentation Contractor Since 1979

13138 ARCTIC CIRCLE
SANTA FE SPRINGS, CA 90670
TEL: (562) 270-9500
FAX: (562) 863-5723

December 10, 2019

James Coiner
Deputy Director
City of Montebello
1700 West Victoria Ave.
Montebello, CA 90640

Re: T19-005 On-Call Electrical Services – TE19005-009 Rev A – East Wing of the City Hall.

Mr. Coiner:

Please see Leed Electric's price for the referenced work, based on our job walk and discussion.
Itemized breakdown sheets are attached indicating Labor and material components.

Work Scope:

- Demolish various receptacles, data boxes and light switches inside the East wing of the City Hall.
- Provide and install new receptacles, data boxes and light switches on the new wall in the administration area.
- Extend a floor power and data box to the new wall, in the administration office.
- Remove 22 – 2' X 4' ceiling fixtures and replace with new fixtures.
- Remove 12 – 2' X 2' ceiling fixtures and replace with new fixtures.
- Remove 4 down lights at the entry way in the administration office.
- Construct a new 2" x 4" wall, per the attached picture number 1.
- Demolish wall and salvage the door, per picture number 2.
- Extend wall, per picture number 3.
- Modify the ceiling tiles in the new office.
- Install corner bead and drywall, per picture number 5.
- Texture wall to the limits noted on picture 6.

Exclusions:

- Design, Engineering & Detailing.
- Shift Work, Overtime, Saturday & Sunday Work.
- Permits of any kind.
- Per attached scope letter from Kingmen Construction.
- Dumpster and haul off.

Clarifications:

- No plans or specs have been provided.
- Costs are based on a job walk and discussion with the City.
- The existing conduits and wires will be reused.
- Any conduits and or wires, found not be to suitable for reuse, will be at an extra cost.

➤ **Total Cost: \$ 103,316.00**

As always should you have any questions or concerns regarding this issue, please contact me at your convenience.

Sincerely,

Jerry Romero
Project Manager



Estimate Proposal and Change Order Form

LEED ELECTRIC INC.

13138 Arctic Circle
Santa Fe Springs, CA 90670
TEL: (562) 270-9500
FAX: (562) 863-5723

Project:	Electrical Contractor Service Agreement	LEI CE#	TE19005-009 Rev A	DATE:	12/10/2019
Contract:	T19-005	RFI #		LOCAL:	11
Customer:	City of Montebello	CD/DOC #		ESTIMATOR:	JR

Description of Work: Office improvements/conversion for the City Manager's office at the City Hall.

I. Material

1. Material (See attached detail sheet)			\$	2,666.00
2. Quoted Material (See attached vendor quotes)			\$	3,984.26
3. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%	of Line 1 & 2	\$	-
4. Subtotal:			\$	6,650.26
5. Sales Tax at applicable rate	9.50%	of Line 4	\$	631.77
6. Shipping and Handling			\$	-
7. Total Material Cost:			\$	7,282.03

II. Field Labor

	Regular Time	Over Time x1.5	Over Time x2.0
8a. Electrician Labor Man Hours (see attached detail sheet)	126.32 hrs	0.00 hrs	0.00 hrs
8b. Job Factor	0.00 hrs	0.00 hrs	0.00 hrs
8c. Electrician Labor Efficiency Factor	0.00 hrs	0.00 hrs	0.00 hrs
8d. Safety	0.00 hrs	0.00 hrs	0.00 hrs
8e. Clean-up	0.00 hrs	0.00 hrs	0.00 hrs
8f. As -Built Drawings	0.00 hrs	0.00 hrs	0.00 hrs
8g. TOTAL ESTIMATED DIRECT LABOR MH (8a thru 8f)	126.32 hrs	0.00 hrs	0.00 hrs
9. Electrician hours (from 8g above-Regular Time)	126.32 hrs @	\$118.38 /hour	\$ 14,953.76
9a. Electrician hours (from 8g above-OT 1.5x)	0.00 hrs @	\$158.66 /hour	\$ -
9b. Electrician hours (from 8g above-OT 2.0x)	0.00 hrs @	\$0.00 /hour	\$ -
10. Working Foreman/GF (Regular Time)	126.32 hrs @	\$130.21 /hour	\$ 16,448.13
10a. Working Foreman/GF (Over Time 1.5x)	0.00 hrs @	\$174.53 /hour	\$ -
10b. Working Foreman/GF (Over Time 2.0x)	0.00 hrs @	\$0.00 /hour	\$ -
11. Project Superintendent (Regular Time)	0.00 hrs @	\$0.00 /hour	\$ -
12. Project Superintendent (Over Time)	0.00 hrs @	\$0.00 /hour	\$ -
13. Total Direct Labor 9 thru 12	252.64		\$ 31,401.89
14. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
15. Overtime Expense from attached Schedule if applicable.			
16. TOTAL LABOR COST:			\$ 31,401.89

III. DIRECT JOB EXPENSE

17. Loading/Unloading of Materials & Tools	0.00 hrs @	\$130.21 /hour	\$ -
18. Truck w/ tools	126.36 hrs @	\$21.87 /hour	\$ 2,763.49
19. Pipe Threading Machine	0.00 hrs @	\$0.00 /hour	\$ -
20. Prefabrication	0.00 hrs @	\$130.21 /hour	\$ -
21. Design Asst. Solution	0.00 hrs @	\$87.68 /hour	\$ -
22. Project Manager	0.00 hrs @	\$96.00 /hour	\$ -
23. Make Copies of Prints		\$0.00	\$ -
24. Rented/Owned Tools & Equipment		\$0.00 /hour	\$ -
25. Allowance Miscellaneous Material/Consumables/Small Tools	0.00%		\$ -
26. TOTAL EXPENSES:			\$ 2,763.49

IV. OVERHEAD AND PROFIT

27. Material		\$	7,282.03
28. Material Markup	15.0% of line 27	\$	1,092.31
29. Field Labor		\$	31,401.89
30. Field Labor Markup	15.0% of line 29	\$	4,710.28
31. Direct Job Expense		\$	2,763.49
32. Direct Job Expense Markup	15.0% of line 31	\$	414.52
33. Subcontract (See attached subcontractor quotes)		\$	47,327.00
34. Subcontract markup	15.0% of line 33	\$	7,099.05
35. Totals of Line 27 through 34		\$	102,090.58
36. Extended Overhead Breakdown (see attached Breakdown sheet)		\$	-
37. Inefficiency Costs (see attached worksheet)		\$	-
38. Subtotal		\$	102,090.58
39. Bond Adder	1.20% of line 38	\$	1,225.09

40. TOTAL FOR THIS ESTIMATE \$ 103,316.00

V. EXTENSION OF TIME REQUIRED: X Working Days Based on a X men crew

Note: This Pricing is valid for 30 calendar days

LEED Electric
Montebello City Hall Mgrs Office
Job Number: 90242
Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 04 Above Ground Branch Raceway ---								
1121	1/2" Steel Flex	204	53.29	C	108.71	4.00	C	8.16
1843	1/2" Die Cast Screw-In Flex Conn	68	33.89	C	23.05	0.12	E	8.16
2425	1/2" T-Bar Wire Conduit Clip	34	38.69	C	13.15	0.10	E	3.40
2470	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	45	215.67	C	97.05	0.30	E	13.50
2552	Floor Box Plt w/Plug (Stl Cty #P603/4-2)	5	48.86	E	244.30	1.00	E	5.00
4897	4" Square-1G Plaster Ring-5/8"D	55	75.01	C	41.26	0.15	E	8.25
4902	4" Square-2G Plaster Ring-5/8"D	15	100.11	C	15.02	0.15	E	2.25
7114	Ground Screw with Bare Pigtail	40	97.65	C	39.06	2.00	C	0.80
7123	6X1/4" Pan Head Tapping Screw	220	2.36	C	5.19	0.01	E	2.20
7124	Ground Screw	15	7.30	C	1.10	0.01	E	0.15
--- 04 Above Ground Branch Raceway Total --					587.89			51.87
--- 06 Branch Wire ---								
2681	#12 THHN CU Solid Wire	816	141.42	M	115.40	6.00	M	4.90
6133	Red Wirenuts	267	67.06	M	17.91	3.50	C	9.35
--- 06 Branch Wire Total ---					133.31			14.25
--- 08 Lighting ---								
48628	Ceiling/Surface Mtd. L.E.D. Fixture	34	QUOTE	1	0.00	0.90	E	30.60
--- 08 Lighting Total ---					0.00			30.60
--- 09 Trim ---								
4661	15A DP Maint Cont Switch	30	61.62	E	1,848.60	0.30	E	9.00
4698	15A/125V Comp Grade Dup Rcpt (5-15R)	40	0.72	E	28.80	0.25	E	10.00
4950	1G Plastic Duplex Receptacle Plate	40	0.29	E	11.60	0.10	E	4.00
4954	1G Plastic Telephone Jack	15	0.38	E	5.70	0.12	E	1.80
4962	2G Plastic Switch Plate	15	0.65	E	9.75	0.12	E	1.80
--- 09 Trim Total ---					1,904.45			26.60
--- 10 Voice/Data/Video ---								
9333	T568A 8Pos 8Wire Cat 5 Jack RJ45	15	2.69	E	40.35	0.20	E	3.00
--- 10 Voice/Data/Video Total ---					40.35			3.00
Job Total					2,666.00			126.32



Bid Proposal
CONTRACTORS LICENSE # 871868

PROJECT: Montebello City Hall TI Project
DATE: 12/9/19
TO: Leed Electric, Inc.
ATTENTION: Jerry Romero

REVISION: 0

Kingmen Construction, Inc. ("Kingmen") is pleased to submit this proposal for the above referenced project to Leed Electric, Inc. ("Contractor") for your consideration:

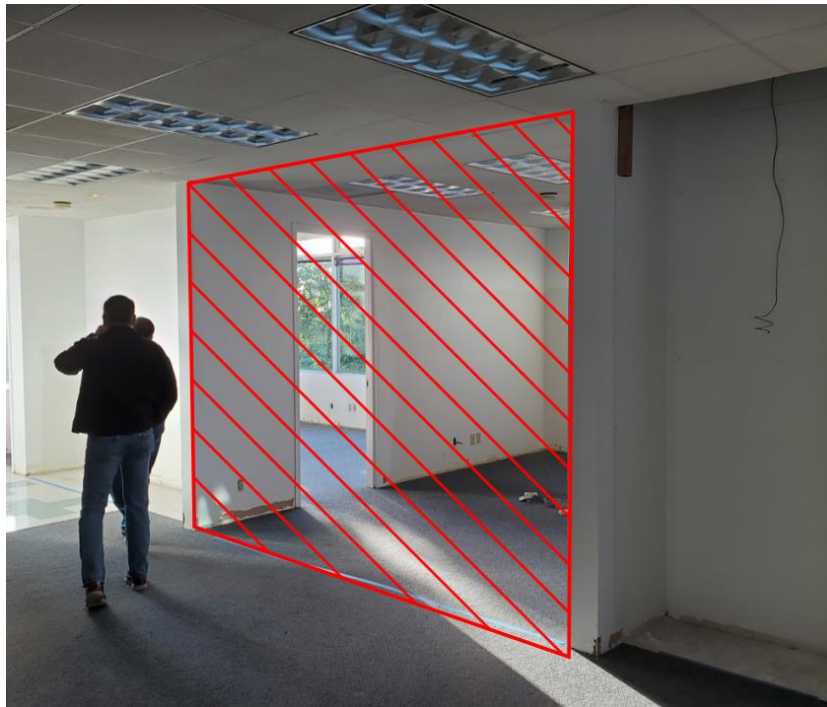
PLANS AND SPECIFICATIONS PROVIDED:

1. No plans and specifications have been provided

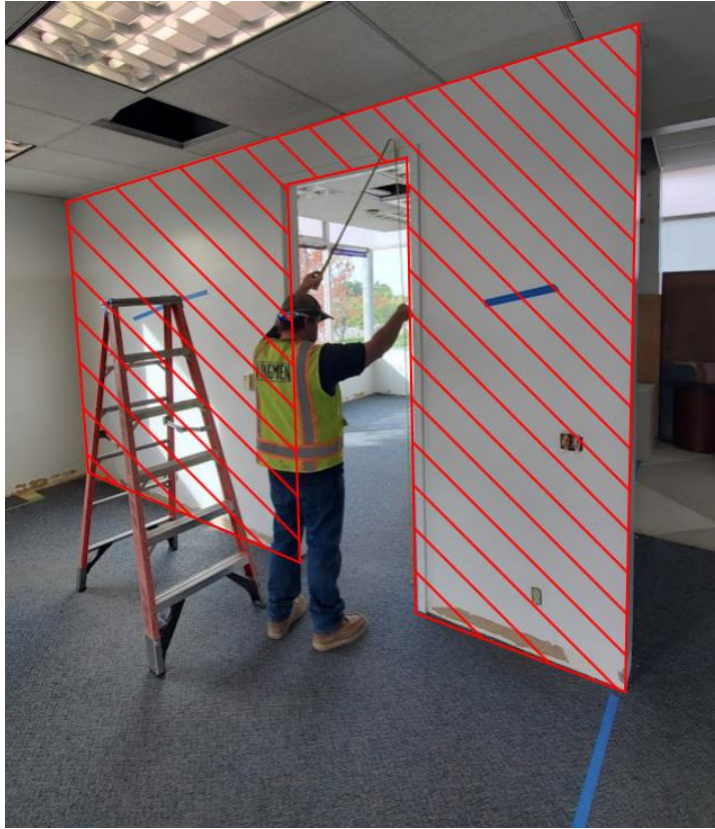
Total Price Proposal for work described herein: \$47,327.00

INCLUSIONS:

1. Construction of a new 2x4 drywall wall to create a larger office space as shown below. Wall will not have a door or window.



2. Demolition of wall as shown below to create a larger office space



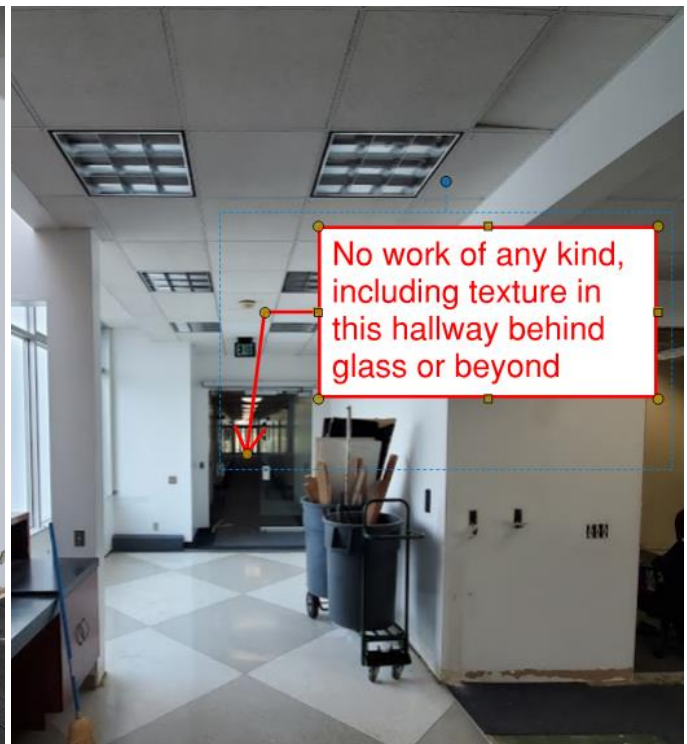
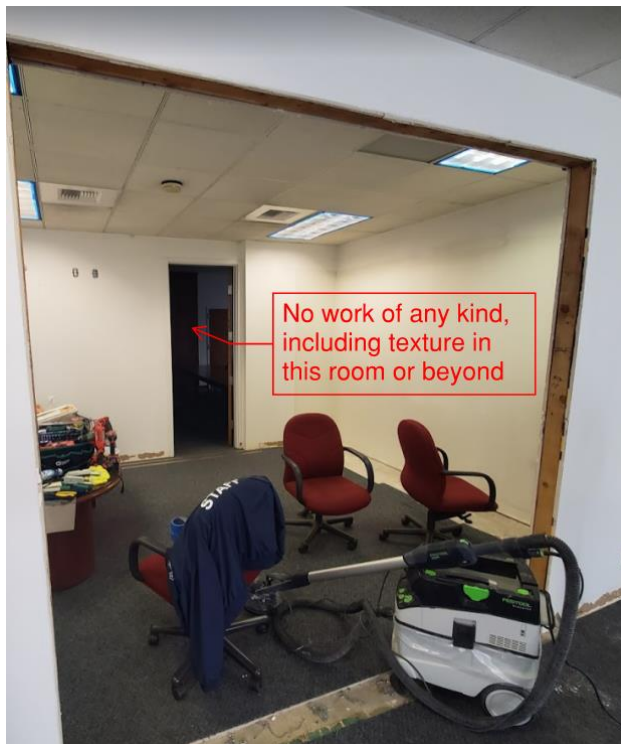
3. Removal of wall reveals and penetrations to create one flat wall in line with red line as detailed below. Door from demolished section in #2 above will be reused and installed in the new wall herein.



4. Modify ceiling tiles in new office in order to allow the ceiling grid to align. Color may not match existing tile and T-bar however City of Montebello has stated that they will paint the ceiling in order to assure it will all match.
5. Install corner bead and drywall in order to case opening detailed below



6. Apply light texture to existing and new drywall throughout office area. Area to receive texture shall be the space in front of the glass door. No texture shall be applied behind the glass door or in the office space behind the door indicated below



CLARIFICATIONS AND ASSUMPTIONS:

1. Work must be completed in December 2019 and January 2020
2. We have assumed the use of power available in current wall receptacles.
3. We have assumed we can use the restroom facilities in the City Hall. If portable facilities are required, please let us know and a cost can be provided.

SCOPE EXCLUSIONS:

The following items are excluded from Kingmen's proposal/scope:

1. Painting and coating
2. Carpet or flooring removal and/or replacement
3. Electrical, instrumentation and/or alarm improvements or modifications
4. HVAC modifications
5. Balancing of HVAC system caused by new improvements
6. Modifications to lighting
7. Relocating thermostat(s)
8. Permits of any kind including but not limited to building permit, plan check processing, inspection fees, encroachment permits, permits
9. Site security
10. Payment, performance and warranty bond costs
11. 3rd party inspection
12. Noise control measures
13. Sanitary facilities and handwash
14. Traffic control, lane closure costs, road diversions, flag men and traffic control plan
15. Hazardous material handling, removal, etc.
16. Cost of construction water. It is assumed that water is available onsite
17. Full time safety officer
18. Acceleration and/or overtime (it is assumed all work will be performed during normal working hours, Monday – Friday).
19. Permanent electrical and communication service
20. Builders Risk Insurance
21. Temporary fence, gates, barriers and barricades

Kingmen Construction, Inc, thanks you in advance for the opportunity to team with you on this exciting venture. Should you have any questions please do not hesitate to contact me directly on my mobile at 951.830.3127 or in the office at 909.529.1747.

Best Regards,



Neil Nehmens
President/CEO

Project		Catalog #		Type	
Prepared by		Notes		Date	



Metalux

Cruze ST 22CZ2

2' x 2' LED Specification Grade Troffer

Typical Applications

Office • Education • Healthcare • Hospitality • Retail

Interactive Menu

- Order Information [page 2](#)
- Photometric Data [page 3](#)
- Connected Systems [page 4](#)
- VividTune™ ColorTuning Solutions [page 5](#)
- Product Warranty

Product Certification



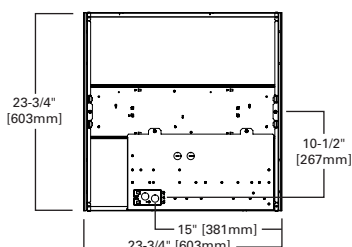
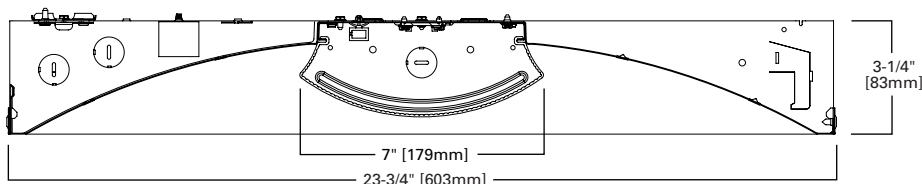
Product Features



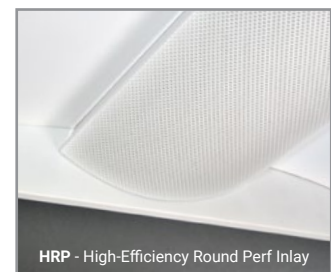
Top Product Features

- Latch-less design provides clean architectural look
- VividTune CCT tuning options from 3000K-5000K or 2700K-6500K
- Designers delight - ribbed, smooth and round perforated lens options
- High performance efficacy up to 138 lm/W
- Integrated sensor systems - occupancy, daylight and IoT connectivity

Dimensional and Mounting Details



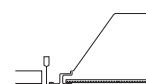
Shielding



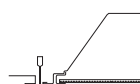
See ordering information for more shielding options.

Ceiling Compatibility

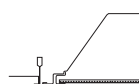
G
Grid/Lay-in
Standard



G
Concealed T



G
Slot Grid



**Ceiling
Type**

Exposed Grid
Concealed T
Slot Grid
Flange

**Trim
Type**

Standard
Standard
Standard
*

*See Drywall Frame Kit Accessory
in Ordering Information Section

Order Information

SAMPLE ORDER NUMBER: **22CZ2-34HE-UNV-L835-CD1-U**

Rating	Series	Lumen Output	Shielding	Voltage	Options	Emergency Options
Rating	Series	Lumen Output	Shielding	Voltage ⁽²⁾	Options	Emergency Options
[Blank]=Standard ATW-SW4= Chicago Rated	22CZ2=2x2 Cruze ST	High Efficacy 20HE=2000 Lumens ⁽¹⁰⁾ 24HE=2400 Lumens ⁽¹⁰⁾ 29HE=2900 Lumens 34HE=3400 Lumens 39HE=3900 Lumens 44HE=4400 Lumens Standard Efficacy 20=2000 Lumens ^{(8), (10)} 24=2400 Lumens ^{(8), (10)} 32=3200 Lumens ⁽⁸⁾ 39=3900 Lumens ⁽⁸⁾ 44=4400 Lumens ⁽⁸⁾	[Blank]=Ribbed Frosted Acrylic Lens (standard) S=Smooth Frosted Acrylic Lens RDP=Smooth Lens with Round Pattern Insert HRP=High- Efficiency Round Perf Inlay	UNV=Universal Voltage 120-277 347V=347 Volt ⁽⁵⁾ 48V=48 Volt Low-voltage (Class 2) ^(C)	GL=Single Element Fuse GM=Double Element Fuse	[Blank]=No emergency EL7W=7-watt, 120V-277V emergency battery pack installed ⁽³⁾ EL14W=14-watt 120V-277V emergency battery pack installed ⁽³⁾ ELV7W=7-watt, DLVP-compatible low voltage emergency battery pack installed ^(C) ELV14W=14-watt DLVP-compatible low voltage emergency battery pack installed ^(C) GTR2=Generator Transfer Relay ⁽⁷⁾ ETRD=Emergency Transfer Relay with dimming control ⁽⁶⁾
		Notes (8) White tuning not available with this model. (10) Not compatible with WN driver.		Notes (2) Products also available in non-US voltages and frequencies for international markets. (5) 347 versions 6000 lumens and below are available with emergency options, SLTHD and step-dim options or sensors are not available. (C) Consult DLVP system pages for additional details and compatibility.		Notes (3) With integral test switch/indicator/laser test. For approximate delivered lumens multiply the lumens per watt of the desired fixture by the wattage of the emergency battery pack (100 lm/W x 7=700 lumens). IES-format photometry for luminaire under emergency operation available. Battery option increases total height by 1 inch. (6) Used to bypass local control during outage. Must be used in conjunction with UL 1008 device (provided by others). GTR2 option includes 2 relays on fixtures with dimming drivers. ETRD option only requires one relay when used on a dimming fixture. Must specify voltage as 120V or 277V when ordering these devices. 347 not available. (7) White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 5000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options. Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options. (C) Consult DLVP system pages for additional details and compatibility.

CRI/CCT	Flex	Driver Type	Number of Drivers
CRI/CCT	Flex	Driver Type	Number of Drivers
L830=80CRI, 3000K L835=80CRI, 3500K L840=80CRI, 4000K L850=80CRI, 5000K L930=90CRI, 3000K L935=90CRI, 3500K L940=90CRI, 4000K L950=90CRI, 5000K L83050=80CRI 3000K-5000K White Tuning ⁽⁷⁾ L93050=90CRI 3000K-5000K White Tuning ⁽⁷⁾ L82765=80CRI 2700K-6500K White Tuning ⁽⁷⁾ L92765=90CRI 2700K-6500K White Tuning ⁽⁷⁾	[Blank]=No Flex A3/8-4/18GDIM=3/8" Flex with 0-10V Dimming Leads A3/8-2/18G=3/8" Flex with line and common A3/8-5/18GDIM=Flex with 0-10V Dimming leads and Blue for alternate wiring. See below for details.	CD=0-10V Dimming Driver (1%-100% Dimming) SR=Sensor-ready Dimming Driver for LWIPD1 option (1%-100% Dimming) ⁽⁸⁾ 5LTD=Fifth Light DALI Driver (5%-100% Dimming) ^(E) 5LTHD=Fifth Light Dimming Driver (1%-100% Dimming) ^(E) LV=DLVP Dimming Driver (0%-100% Dimming) ^(C) SD=Step Dimming Driver (50%-100% Dimming) LH=Lutron HiLume (LDE1 series) 1%-100% EcoSystem Driver with Soft-on Fade to Black dimming ^(F) L5=Lutron 5 Series (LDE5-Series) 5%-100% EcoSystem Driver ^(F) W2A = White Tuning, 2 ch, Analog 0-10V Intensity and CCT Control ⁽⁷⁾ WN=WaveLinX Wireless Fixture, No Sensor. ^{(A), (G), (H)}	1=1 Driver
Notes (7) White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 5000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options.	Flexible Metal Conduit Options Flex options available for 0-10V dimming control, DALI dimming control, emergency and night light functions. 72-inch factory-installed and pre-wired to driver, fitted to luminaire housing access plate with 90° enclosed FMC connector. Not all options may be combined and installation ratings vary by type. A3/8-4/18GDIM series notes: Factory installed dimming option 3/8" flexible metal conduit with 2-#18 power and ground wires and 2-#18 UL-listed jacketed 0-10V +/- control wires. Meets UL 66, 83, 1479, 1569, 1581, 2556. NEC® 250.118, 300.22(C), 392, 396, 330, 501, 502, 503, 530, 504, 505, 518, 520, 530, 645, 72; Federal Specification A-A-59544 (formerly J-C-30B); all applicable OSHA and HUD Requirements. UL Classified 1-, 2-, and 3-hour through penetration with applicable fire stop product (not included). May be surface mounted, fished and/or embedded in plaster. Cable tray and approved raceway rated, install per NEC®; Environmental Air-Handling Space Installation per NEC® 300.22(C).	Notes (7) White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 5000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (A) Consult WaveLinX system pages for additional details and compatibility. (B) Consult LumaWatt Pro system pages for additional details and compatibility. (C) Consult DLVP system pages for additional details and compatibility. (E) Consult Fifth Light system pages for additional details and compatibility. (F) Consult Marketplace Options - Lutron system pages for additional details and compatibility. Compatible only with driver series shown, and may require two or more drivers. Requires field commissioning to operate or dim. Contact Lutron at www.lutron.com. (G) Not compatible with emergency or integrated sensor options. (H) Available with UNV voltage only.	

Integrated Sensing Systems	Packaging	Accessories
Integrated Sensing Systems	Packaging	Accessories
[Blank]=No Sensor SWPD1=WaveLinX Wireless Integrated Sensor ^(A) SDWPD1=WaveLinX Wireless Integrated Sensor Dual Band ^{(A), (4)} LWIPD1=LumaWatt Pro Wireless Integrated Sensor ^(B) LDWIPD1=LumaWatt Pro Wireless Integrated Sensor Dual Band ^{(B), (4)} LWTPD1=LumaWatt Pro Wireless Tile-mount Sensor ^(B) SLVDPD1=DLVP Low-voltage Integrated Sensor ^(C) SDLVDPD1=DLVP Low-voltage Integrated Sensor Dual Band ^{(C), (4)} SVPD1=0-10V Stand-alone Integrated Sensor ^(D) SDVPD1=0-10V Stand-alone Integrated Sensor Dual Band ^{(D), (4)}	U=Unit Pack PAL=Job Pack, out of carton PALC=Job Pack, in carton	CZ2-EQCLIP-U-PK=Cruze Plus "CZ2" Earthquake Clip Kit (4 clips per bag kit) ⁽¹⁾ DF-22-W=2' x 2' Drywall Frame Kit SK-22-WS=2' x 2' Shallow Surface Mount Kit SK-22-WT=2' x 2' Tall Surface Mount Kit ISHH-01=Programming Remote for Integrated Sensor ^(D) ISHH-02=Personal Control Remote for Integrated Sensor ^(D)
Notes (4) Required for use with sensors and emergency options. Provides blank band on opposite side from sensor band to provide symmetric appearance. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (A) Consult WaveLinX system pages for additional details and compatibility. (B) Consult LumaWatt Pro system pages for additional details and compatibility. (C) Consult DLVP system pages for additional details and compatibility. (D) Consult SVPD series system pages for additional details and compatibility.		Notes (1) An EQ Grid Clip is recommended for all 9/16" ceiling systems. Four required per fixture. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (D) Consult SVPD series system pages for additional details and compatibility.

Product Specifications

Construction

- Die formed of code gauge prime cold rolled steel with full length die-formed stiffeners
- Unibody endplates attached with interlocking tabs and screws
- Hemmed side flanges
- Four auxiliary fixture end suspension points
- Integral Grid-lock feature for endplates for added safety
- Optional earthquake clips available

Integrated Controls

- 0-10V dimming to 1% standard
- WaveLinx wireless fixture for sensor-less wireless control
- WaveLinx sensor compatible for IoT capability
- LumaWatt Pro sensor compatible for IoT capability
- SVPD sensor compatible for out of the box functionality
- DLVP sensor and driver compatible for low voltage applications
- DALI 2.0, Lutron, and step-dimming available

LED and Light Engine

- LED's available in 3000K, 3500K, 4000K, or 5000K at 80 CRI minimum and 90 CRI minimum
- TM21 life at 60,000 hours up to L94 and calculated L70 exceeds 290,000 hrs.
- Drivers available in 120-277V and 347V
- ColorTuning options available with Eaton's VividTune

Emergency Battery Options

- Optional 120-277V emergency battery available in 7W or 14W
- 90-minute backup period for code compliance
- Test switch with laser pointer and testing from floor feature for ease of use
- EZ Key feature prevents accidental discharge during construction
- Generator transfer options available

Finish

- Multistage, iron phosphate pretreatment
- 90% reflective, matte white enamel finish
- Full fixture housing painted after fabrication

Shielding

- Ribbed acrylic frosted lens standard
- Optional smooth acrylic frosted lens (S)
- Optional metal perforated acrylic lens (RDP)
- Optional High-Efficiency Round Perf Inlay (HRP)

Compliance

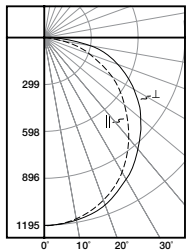
- IC rated for insulation contact
- cULus listed for damp locations
- RoHS compliant
- Tested to IESNA LM-79 and LM-80
- Stated life tested to TM21 standards
- Can be used for State of California Title 24 high efficacy luminaire

Warranty

- Five year warranty standard.

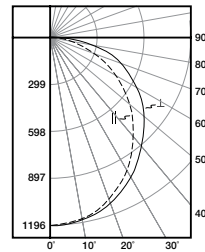
Photometric Data

[View IES files](#)



22CZ2-24-UNV-L830-CD1-U

Dimming Driver
Linear LED 3000K
Spacing criterion: (II) 1.2 x mounting height,
(⊥) 1.28 x mounting height
Lumens: 2437
Input Watts: 21.9W
Efficacy: 111.3 LPW
Test Report: 22CZ2-24-UNV-L830-CD1-U.IES



22CZ2-24HE-UNV-L830-CD1-U

Dimming Driver
Linear LED 3000K
Spacing criterion: (II) 1.19 x mounting height,
(⊥) 1.27 x mounting height
Lumens: 2402
Input Watts: 19.2W
Efficacy: 125.1 LPW
Test Report: 14CZ2-29-UNV-L830-CD1-U.IES

Energy and Performance Data

Standard Efficacy Versions

Catalog Number	Lumens	Watts	lm/W
22CZ2-20-UNV-L835-CD1-U	2101	17.9	117
22CZ2-24-UNV-L835-CD1-U	2450	21.9	112
22CZ2-32-UNV-L835-CD1-U	3280	26.7	123
22CZ2-39-UNV-L835-CD1-U	3943	34.5	114
22CZ2-44-UNV-L835-CD1-U	4424	42.7	104

High Efficacy Versions

Catalog Number	Lumens	Watts	lm/W
22CZ2-20HE-UNV-L835-CD1-U	2044	16.0	128
22CZ2-24HE-UNV-L835-CD1-U	2416	19.2	126
22CZ2-29HE-UNV-L835-CD1-U	2942	22.2	133
22CZ2-34HE-UNV-L835-CD1-U	3386	25.8	131
22CZ2-39HE-UNV-L835-CD1-U	3930	30.3	130
22CZ2-44HE-UNV-L835-CD1-U	4464	25.0	128

Shielding

Lumen Adjustment Factors		
S	RDP	HRP
1.0548	0.6693	0.8052

Lumen Calculator

CCT Multiplier	80 CRI	90 CRI
3000K	0.994	0.830
3500K	1.00	0.845
4000K	1.00	0.854
5000K	1.065	0.852

Example of Lumen Adjustment Calculation

22CZ2-32-UNV-L935-CD1-U at 90CRI at 3500K

Lumen Adjustment Factor = 0.845

Total Light Output =

3,280 lm x 0.845 = 2,772 lm

Efficacy = $\frac{2,772 \text{ lm}}{26.7 \text{ W}}$ = 103.8 lm/W

Lumen Maintenance

Version	TM-21 Lumen Maintenance (60,000 hours)	Theoretical L70 (hours)
Standard	> 85%	> 131,000
High Efficiency	> 94%	> 290,000

Load Data (Stock Product)

Thd	6%
Power Factor	0.99
Weight (lbs.)	10.6
Low Temp. Start	-20°C

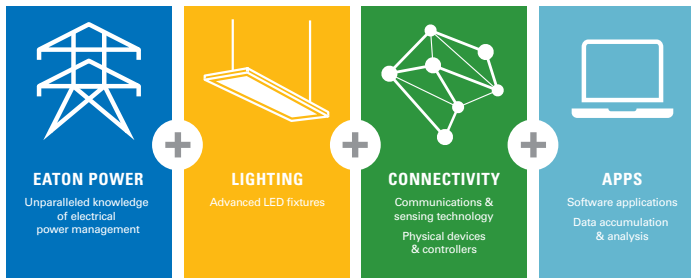
Shipping Data

Catalog No.	Wt.	Pallet 49"L x 52"W x 55"H
2' x 2'	12.5 lbs.	48

Control Systems

- WaveLinx
- DLVP
- LumaWatt Pro
- iLumin Plus
- VividTune

We make connections work

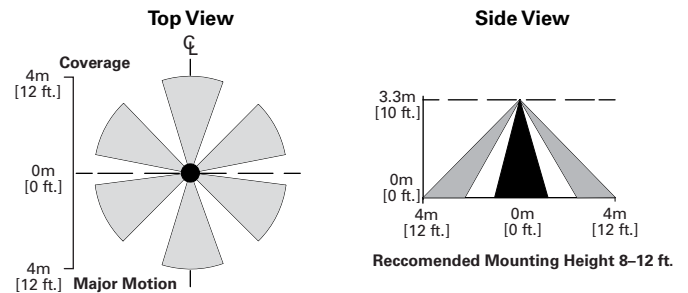
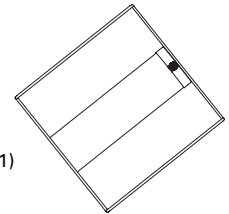


The Cruze ST with Integrated Sensor technology provides automatic energy savings without sacrificing performance. Traditionally, these types of energy savings required coordination between the luminaire and a lighting control system. The Cruze ST delivers superior lighting with integrated occupancy and daylighting controls.

Capture the benefits of traditional lighting controls, without complicated coverage planning or special wiring. Ideal for new construction or retrofit, the Cruze ST delivers automatic ON to an energy saving light level, while ensuring lighting is turned OFF when the space is unoccupied.

The integral daylight sensor reduces the need for special daylight zone planning. Each luminaire will automatically adjust the light level based on reflected light beneath the sensor in a closed loop method.

The integral sensor can be offered in both standalone (SVPD1) and networked (SWPD1, LWIPD1, and SLVPD1) for application versatility.



Installation of integrated sensors within 3-ft (1m) of HVAC air vents is not recommended.

Systems comparison chart

Eaton provides many lighting system solutions designed to satisfy code requirements and meet the unique needs of any project.

	Distributed Low-Voltage Power System	WaveLinx	LumaWatt Pro
Space type	Interior	Interior/Outdoor	Any
Stand-alone or Network	Stand-alone	Both	Network
Need-based feature progression			
Basic compliance only	●	●	●
Occupancy sensing	●	●	●
Daylight harvesting	●	●	●
Zone control	●	●	●
Scheduling	●	●	●
0-10V dimming	●	●	●
Individual fixture control	●	●	●
Retrofit+Building Integration	●	●	●
Total wireless connectivity		●	●
A/V integration		●	●
BMS integration		●	●
UI options (touchscreen, apps, etc.)		●	●
Enterprise level building integration		●	●
Facility management & tools		●	●
Floor plan & reporting tools			●
Value-added services			●
Asset tracking			●
API integration		●	●
Analytics/higher problem solving			●

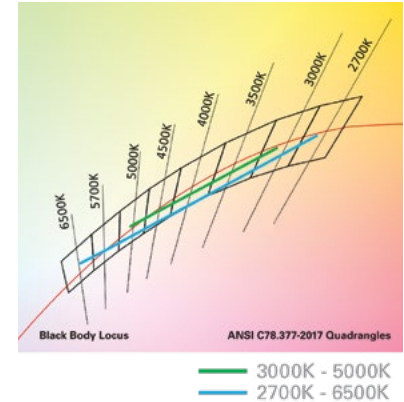


Connected Systems
[CLICK HERE](#)



22 Cruze ST LED with VividTune Tunable White

VividTune tunable white luminaires from Eaton deliver high-quality light in a broad range of continuously variable color temperatures and intensities. Create a dynamic environment by adjusting the ambient light warmer or cooler to influence mood, support the task at hand, or create a dramatic ambience. The ability to control correlated color temperature and intensity separately using simple controls is the next evolution of LED lighting for the commercial, educational, healthcare and hospitality space. The unparalleled flexibility and number of available lighting environments enable users to find the right light with tunable white.



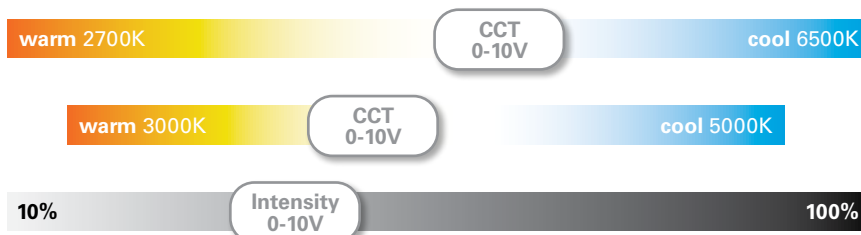
Performance Data*

Tunable White - Lumen Adjustment Factors				
CCT	3000K-5000K		2700K-6500K	
	80 CRI	90 CRI	80 CRI	90 CRI
2700K	-	-	0.868	0.741
3000K	0.894	0.736	0.893	0.771
3500K	0.946	0.804	0.924	0.809
4000K	0.993	0.868	0.944	0.835
4500K	1.002	0.883	0.961	0.857
5000K	1.002	0.883	0.974	0.874
6500K	-	-	0.988	0.897

2' x 2' Cruze ST LED - Example of Approximate Lumen Calculation			
	Standard Catalog #	VividTune 80 CRI Catalog #	VividTune 90 CRI Catalog #
CCT Setting	22CZ2-34HE-UNV-L835-CD1-U	22CZ2-34HE-UNV-L83050-W2A1-U	22CZ2-34HE-UNV-L93050-W2A1-U
3000K	-	3026	2491
3500K	3386	3202	2722
4000K	-	3362	2940
4500K	-	3394	2991
5000K	-	3394	2991

Controlling VividTune Tunable White

VividTune luminaires make tunable white more accessible by using simple and familiar controls. From wall dimmers to wireless controls, VividTune tunable white luminaires are compatible with industry standard 0-10V dimming controls. A single 0-10V dimming input is used to control intensity (brightness) while a second 0-10V dimming input is used to adjust CCT. For suggested control configurations, go to www.eaton.com/lighting for tunable white application guides.



Example of Lumen Adjustment Calculation

22CZ2-34HE-UNV-L83050-W2A1-U
at 80 CRI tuned to 3500K

Adjusted Lumen =
published lm x adjusted lm factor

Adjusted Lumen = 3386 x 0.946

Adjusted Lumen = 3202 lm

* Lumen adjustment factors are for reference and may be different for each product selected. Refer to IES files for actual performance data on each.

Project		Catalog #		Type	
Prepared by		Notes		Date	



Metalux

Cruze ST 24CZ2

2' x 4' LED Specification Grade Troffer

Typical Applications

Office • Education • Healthcare • Hospitality • Retail

Interactive Menu

- Order Information [page 2](#)
- Photometric Data [page 3](#)
- Connected Systems [page 4](#)
- VividTune™ ColorTuning Solutions [page 5](#)
- Product Warranty

Product Certification



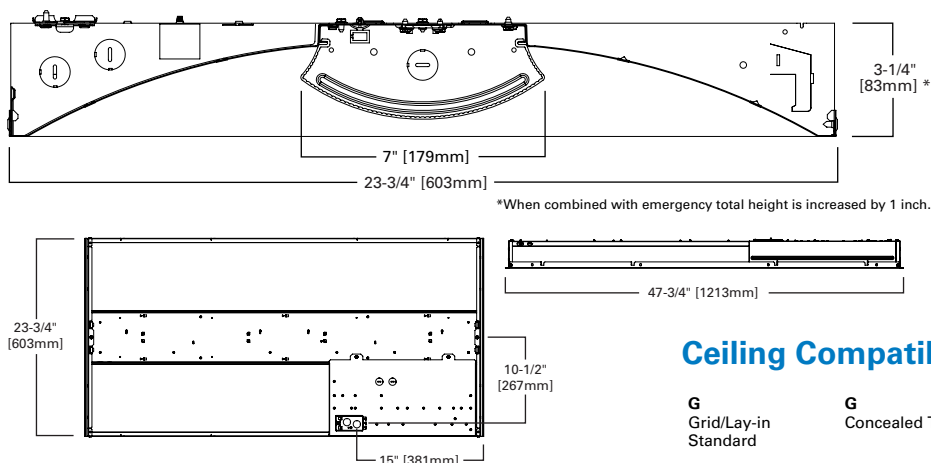
Product Features



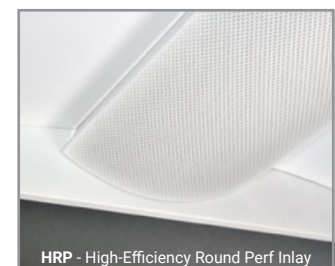
Top Product Features

- Latch-less design provides clean architectural look
- VividTune CCT tuning options from 3000K-5000K or 2700K-6500K
- Designers delight - ribbed, smooth and round perforated lens options
- High performance efficacy up to 138 lm/W
- Integrated sensor systems - occupancy, daylight and IoT connectivity

Dimensional and Mounting Details



Shielding



See ordering information for more shielding options.

Ceiling Compatibility

G	G	G	Ceiling Type	Trim Type
Grid/Lay-in Standard	Concealed T	Slot Grid	Exposed Grid	Standard
			Concealed T	Standard
			Slot Grid	Standard
			Flange	Standard *

*See Drywall Frame Kit Accessory in Ordering Information Section

Order Information

SAMPLE ORDER NUMBER: **24CZ2-45HE-UNV-L835-CD1-U**

Rating	Series	Lumen Output	Shielding	Voltage	Options	Emergency Options
Rating	Series	Lumen Output	Shielding	Voltage ⁽²⁾	Options	Emergency Options
[Blank]=Standard ATW-SW4= Chicago Rated	24CZ2=2x4 Cruze ST	High Efficacy 30HE=3000 Lumens 35HE=3500 Lumens 40HE=4000 Lumens 45HE=4500 Lumens 50HE=5000 Lumens 55HE=5500 Lumens 60HE=6000 Lumens 65HE=6500 Lumens 70HE=7000 Lumens 75HE=7500 Lumens ^{(9),(11)} Standard Efficacy 30=3000 Lumens 35=3500 Lumens 40=4000 Lumens 45=4500 Lumens 50=5000 Lumens 55=5500 Lumens ⁽⁸⁾ 60=6000 Lumens ⁽⁸⁾ 65=6500 Lumens ^{(8),(9),(11)}	[Blank]=Ribbed Frosted Acrylic Lens (standard) S=Smooth Frosted Acrylic Lens RDP=Smooth Lens with Round Pattern Insert HRP=High- Efficiency Round Perf Inlay	UNV=Universal Voltage 120-277 347V=347 Volt ⁽⁶⁾ 48V=48 Volt Low- voltage (Class 2) ⁽²⁾	GL=Single Element Fuse GM=Double Element Fuse	[Blank]=No emergency EL7W=7-watt, 120V-277V emergency battery pack installed ⁽³⁾ EL14W=14-watt 120V-277V emergency battery pack installed ⁽³⁾ ELV7W=7-watt, DLVP-compatible low voltage emergency battery pack installed ⁽²⁾ ELV14W=14-watt DLVP-compatible low voltage emergency battery pack installed ⁽²⁾ GTR2=Generator Transfer Relay ⁽⁶⁾ ETRD=Emergency Transfer Relay with dimming control ⁽⁶⁾
		Notes (8) White tuning not available with this model. (9) Two drivers are required for the following packages: 65 347V CD, 75HE 347V CD. When combined with emergency total height is increased by 1 inch. (11) Not compatible with WN driver.		Notes (2) Products also available in non-US voltages and frequencies for international markets. (5) 347 versions 6000 lumens and below are available with emergency options, SLTHD and step-dim options or sensors are not available. (C) Consult DLVP system pages for additional details and compatibility.		Notes (3) With integral test switch/indicator/laser test. For approximate delivered lumens multiply the lumens per watt of the desired fixture by the wattage of the emergency battery pack (100 lm/W x 7=700 lumens). IES-format photometry for luminaire under emergency operation available. Battery option increases total height by 1 inch. (6) Used to bypass local control during outage. Must be used in conjunction with UL 1008 device (provided by others). GTR2 option includes 2 relays on fixtures with dimming drivers. ETRD option only requires one relay when used on a dimming fixture. Must specify voltage as 120V or 277V when ordering these devices. 347 not available. (C) Consult DLVP system pages for additional details and compatibility.

CRI/CCT	Flex	Driver Type	Number of Drivers
CRI/CCT	Flex	Driver Type	Number of Drivers
L830=80CRI, 3000K L835=80CRI, 3500K L840=80CRI, 4000K L850=80CRI, 5000K L930=90CRI, 3000K L935=90CRI, 3500K L940=90CRI, 4000K L950=90CRI, 5000K L83050=80CRI 3000K-5000K White Tuning ⁽⁷⁾ L93050=90CRI 3000K-5000K White Tuning ⁽⁷⁾ L82765=80CRI 2700K-6500K White Tuning ⁽⁷⁾ L92765=90CRI 2700K-6500K White Tuning ⁽⁷⁾	[Blank]=No Flex A3/8-4/18GDIM=3/8" Flex with 0-10V Dimming Leads A3/8-2/18G=3/8" Flex with line and common A3/8-5/18GDIM=Flex with 0-10V Dimming leads and Blue for alternate wiring. See below for details.	CD=0-10V Dimming Driver (1%-100% Dimming) SR=Sensor-ready Dimming Driver for LWIPD1 option (1%-100% Dimming) ⁽⁶⁾ 5LTD=Fifth Light DALI Driver (5%-100% Dimming) ^(E) 5LTHD=Fifth Light Dimming Driver (1%-100% Dimming) ^(E) LV=DLVP Dimming Driver (0%-100% Dimming) ⁽²⁾ SD=Step Dimming Driver (50%-100% Dimming) LH=Lutron HiLume (LDE1 series) 1%-100% EcoSystem Driver with Soft-on Fade to Black dimming ^(F) LS=Lutron 5 Series (LDE5-Series) 5%-100% EcoSystem Driver ^(F) W2A = White Tuning, 2 ch, Analog 0-10V Intensity and CCT Control ⁽⁷⁾ WN=WaveLink Wireless Fixture, No Sensor. ^{(A),(G),(H)}	1=1 Driver 2=2 Drivers ⁽⁹⁾
Notes (7) White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 5000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options.	Flexible Metal Conduit Options Flex options available for 0-10V dimming control, DALI dimming control, emergency and night light functions. 72-inch factory-installed and pre-wired to driver, fitted to luminaire housing access plate with 90° enclosed FMC connector. Not all options may be combined and installation ratings vary by type. A3/8-4/18GDIM series notes: Factory installed dimming option 3/8" flexible metal conduit with 2-#18 power and ground wires and 2-#18 UL-listed jacketed 0-10V +/- control wires. Meets UL 66, 83, 1479, 1569, 1581, 2556. NEC® 250.118, 300.22(C), 392, 396, 330, 501, 502, 503, 530, 504, 505, 518, 520, 530, 645, 72; Federal Specification A-A-59544 (formerly J-C-30B); all applicable OSHA and HUD Requirements. UL Classified 1-, 2-, and 3-hour through penetration with applicable fire stop product (not included). May be surface mounted, fished and/or embedded in plaster. Cable tray and approved raceway rated, install per NEC®; Environmental Air-Handling Space Installation per NEC® 300.22(C).	Notes (7) White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 5000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (A) Consult WaveLink system pages for additional details and compatibility. (B) Consult LumaWatt Pro system pages for additional details and compatibility. (C) Consult DLVP system pages for additional details and compatibility. (E) Consult Fifth Light system pages for additional details and compatibility. (F) Consult Marketplace Options - Lutron system pages for additional details and compatibility. Compatible only with driver series shown, and may require two or more drivers. Requires field commissioning to operate or dim. Contact Lutron at www.lutron.com. (G) Not compatible with emergency or integrated sensor options. (H) Available with UNV voltage only.	Notes (9) Two drivers are required for the following packages: 65 347V CD, 75HE 347V CD. When combined with emergency total height is increased by 1 inch.

Integrated Sensing Systems	Packaging	Accessories
Integrated Sensing Systems	Packaging	Accessories
[Blank]=No Sensor SWPD1=WaveLink Wireless Integrated Sensor ^(A) SDWPD1=WaveLink Wireless Integrated Sensor Dual Band ^{(A),(4)} LWIPD1=LumaWatt Pro Wireless Integrated Sensor ^(B) LDWIPD1=LumaWatt Pro Wireless Integrated Sensor Dual Band ^{(B),(4)} LWTPD1=LumaWatt Pro Wireless Tile-mount Sensor ^(B) SLVPD1=DLVP Low-voltage Integrated Sensor ⁽²⁾ SDLVPD1=DLVP Low-voltage Integrated Sensor Dual Band ^{(2),(4)} SVPD1=0-10V Stand-alone Integrated Sensor ^(D) SDVPD1=0-10V Stand-alone Integrated Sensor Dual Band ^{(D),(4)}	U=Unit Pack PAL=Job Pack, out of carton PALC=Job Pack, in carton	CZ2-EQCLIP-U-PK=Cruze Plus "CZ2" Earthquake Clip Kit (4 clips per bag kit) ⁽¹⁾ DF-24-W=2' x 4' Drywall Frame Kit SK-24-WS=2' x 4' Shallow Surface Mount Kit SK-24-WT=2' x 4' Tall Surface Mount Kit ISHH-01=Programming Remote for Integrated Sensor ^(D) ISHH-02=Personal Control Remote for Integrated Sensor ^(D)
Notes (4) Required for use with sensors and emergency options. Provides blank band on opposite side from sensor band to provide symmetric appearance. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (A) Consult WaveLink system pages for additional details and compatibility. (B) Consult LumaWatt Pro system pages for additional details and compatibility. (C) Consult DLVP system pages for additional details and compatibility. (D) Consult SVPD series system pages for additional details and compatibility.		Notes (1) An EQ Grid Clip is recommended for all 9/16" ceiling systems. Four required per fixture. Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: (D) Consult SVPD series system pages for additional details and compatibility.

Product Specifications

Construction

- Die formed of code gauge prime cold rolled steel with full length die-formed stiffeners
- Unibody endplates attached with interlocking tabs and screws
- Hemmed side flanges
- Four auxiliary fixture end suspension points
- Integral Grid-lock feature for endplates for added safety
- Optional earthquake clips available

Integrated Controls

- 0-10V dimming to 1% standard
- WaveLinx wireless fixture for sensor-less wireless control
- WaveLinx sensor compatible for IoT capability
- LumaWatt Pro sensor compatible for IoT capability
- SVPD sensor compatible for out of the box functionality
- DLVP sensor and driver compatible for low voltage applications
- DALI 2.0, Lutron, and step-dimming available

LED and Light Engine

- LED's available in 3000K, 3500K, 4000K, or 5000K at 80 CRI minimum and 90 CRI minimum
- TM21 life at 60,000 hours up to L94 and calculated L70 exceeds 290,000 hrs.
- Drivers available in 120-277V and 347V
- ColorTuning options available with Eaton's VividTune

Emergency Battery Options

- Optional 120-277V emergency battery available in 7W or 14W
- 90-minute backup period for code compliance
- Test switch with laser pointer and testing from floor feature for ease of use
- EZ Key feature prevents accidental discharge during construction
- Generator transfer options available

Finish

- Multistage, iron phosphate pretreatment
- 90% reflective, matte white enamel finish
- Full fixture housing painted after fabrication

Shielding

- Ribbed acrylic frosted lens standard
- Optional smooth acrylic frosted lens (S)
- Optional metal perforated acrylic lens (RDP)
- Optional High-Efficiency Round Perf Inlay (HRP)

Compliance

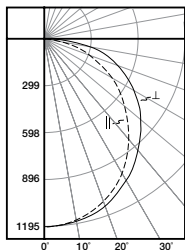
- IC rated for insulation contact
- cULus listed for damp locations
- RoHS compliant
- Tested to IESNA LM-79 and LM-80
- Stated life tested to TM21 standards
- Can be used for State of California Title 24 high efficacy luminaire

Warranty

- Five year warranty standard.

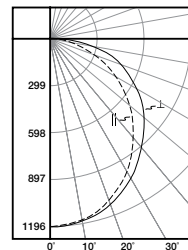
Photometric Data

[View IES files](#)



24CZ2-35-UNV-L830-CD1-U

Dimming Driver
Linear LED 3000K
Spacing criterion: (II) 1.22 x mounting height,
(⊥) 1.28 x mounting height
Lumens: 3618
Input Watts: 30.1W
Efficacy: 120.2 LPW
Test Report: 24CZ2-35-UNV-L830-CD1-U.IES



24CZ2-35HE-UNV-L830-CD1-U

Dimming Driver
Linear LED 3000K
Spacing criterion: (II) 1.21 x mounting height,
(⊥) 1.27 x mounting height
Lumens: 3562
Input Watts: 26.9W
Efficacy: 132.4 LPW
Test Report: 24CZ2-35HE-UNV-L830-CD1-U.IES

Energy and Performance Data

Standard Efficacy Versions

Catalog Number	Lumens	Watts	lm/W
24CZ2-30-UNV-L835-CD1-U	3032	24.2	125
24CZ2-35-UNV-L835-CD1-U	3638	30.1	121
24CZ2-40-UNV-L835-CD1-U	4196	36.2	116
24CZ2-45-UNV-L835-CD1-U	4618	42.9	108
24CZ2-50-UNV-L835-CD1-U	5015	48.6	103
24CZ2-55-UNV-L835-CD1-U	5571	50.5	110
24CZ2-60-UNV-L835-CD1-U	6042	55.6	109
24CZ2-65-UNV-L835-CD1-U	6572	62.8	105

High Efficacy Versions

Catalog Number	Lumens	Watts	lm/W
24CZ2-30HE-UNV-L835-CD1-U	3014	22.4	135
24CZ2-35HE-UNV-L835-CD1-U	3583	26.9	133
24CZ2-40HE-UNV-L835-CD1-U	4029	30.6	132
24CZ2-45HE-UNV-L835-CD1-U	4582	35.3	130
24CZ2-50HE-UNV-L835-CD1-U	5021	38.6	130
24CZ2-55HE-UNV-L835-CD1-U	5564	43.5	128
24CZ2-60HE-UNV-L835-CD1-U	6011	44.1	136
24CZ2-65HE-UNV-L835-CD1-U	6590	48.9	135
24CZ2-70HE-UNV-L835-CD1-U	7018	51.0	138
24CZ2-75HE-UNV-L835-CD1-U	7572	55.4	137

Shielding

Lumen Adjustment Factors		
S	RDP	HRP
1.0548	0.6725	0.81

Lumen Calculator

CCT Multiplier	80 CRI	90 CRI
3000K	0.994	0.830
3500K	1.00	0.845
4000K	1.00	0.854
5000K	1.065	0.852

Example of Lumen Adjustment Calculation

24CZ2-40-UNV-L835-CD1-U at 90CRI at 3500K

Lumen Adjustment Factor = 0.845

Total Light Output =

4,196 lm x 0.845 = 3,546 lm

Efficacy = $\frac{3,546 \text{ lm}}{36.2 \text{ W}}$ = 98 lm/W

Lumen Maintenance

Version	TM-21 Lumen Maintenance (60,000 hours)	Theoretical L70 (hours)
Standard	> 87%	> 162,000
High Efficiency	> 94%	> 290,000

Load Data (Stock Product)

Thd	6%
Power Factor	0.99
Weight (lbs.)	16
Low Temp. Start	-20°C

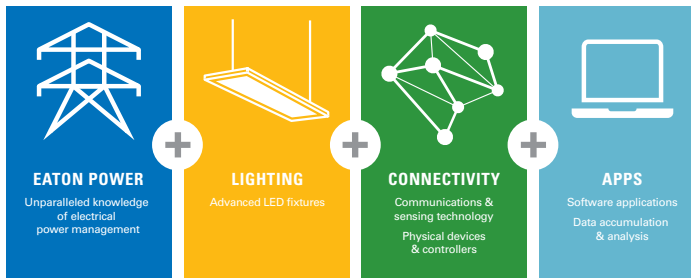
Shipping Data

Catalog No.	Wt.	Pallet 49" L x 52" W x 46" H
2' x 4'	20.4 lbs.	28

Control Systems

- WaveLinx
- DLVP
- LumaWatt Pro
- iLumin Plus
- VividTune

We make connections work



Systems comparison chart

Eaton provides many lighting system solutions designed to satisfy code requirements and meet the unique needs of any project.

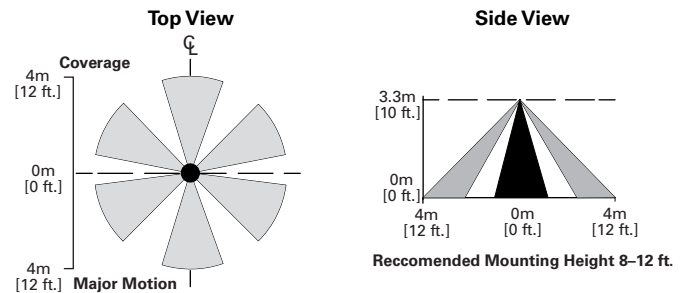
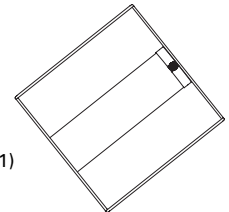
	Distributed Low-Voltage Power System	WaveLinx	LumaWatt Pro
Space type	Interior	Interior/Outdoor	Any
Stand-alone or Network	Stand-alone	Both	Network
Need-based feature progression			
Basic compliance only	●	●	●
Occupancy sensing	●	●	●
Daylight harvesting	●	●	●
Zone control	●	●	●
Scheduling	●	●	●
0-10V dimming	●	●	●
Individual fixture control	●	●	●
Retrofit+Building Integration	●	●	●
Total wireless connectivity		●	●
A/V integration		●	●
BMS integration		●	●
UI options (touchscreen, apps, etc.)		●	●
Enterprise level building integration		●	●
Facility management & tools		●	●
Floor plan & reporting tools			●
Value-added services			●
Asset tracking			●
API integration		●	●
Analytics/higher problem solving			●

The Cruze ST with Integrated Sensor technology provides automatic energy savings without sacrificing performance. Traditionally, these types of energy savings required coordination between the luminaire and a lighting control system. The Cruze ST delivers superior lighting with integrated occupancy and daylighting controls.

Capture the benefits of traditional lighting controls, without complicated coverage planning or special wiring. Ideal for new construction or retrofit, the Cruze ST delivers automatic ON to an energy saving light level, while ensuring lighting is turned OFF when the space is unoccupied.

The integral daylight sensor reduces the need for special daylight zone planning. Each luminaire will automatically adjust the light level based on reflected light beneath the sensor in a closed loop method.

The integral sensor can be offered in both standalone (SVPD1) and networked (SWPD1, LWIPD1, and SLVPD1) for application versatility.



Installation of integrated sensors within 3-ft (1m) of HVAC air vents is not recommended.

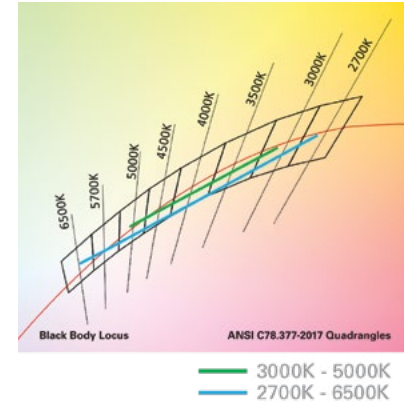


Connected Systems
[CLICK HERE](#)



24 Cruze ST LED with VividTune Tunable White

VividTune tunable white luminaires from Eaton deliver high-quality light in a broad range of continuously variable color temperatures and intensities. Create a dynamic environment by adjusting the ambient light warmer or cooler to influence mood, support the task at hand, or create a dramatic ambience. The ability to control correlated color temperature and intensity separately using simple controls is the next evolution of LED lighting for the commercial, educational, healthcare and hospitality space. The unparalleled flexibility and number of available lighting environments enable users to find the right light with tunable white.



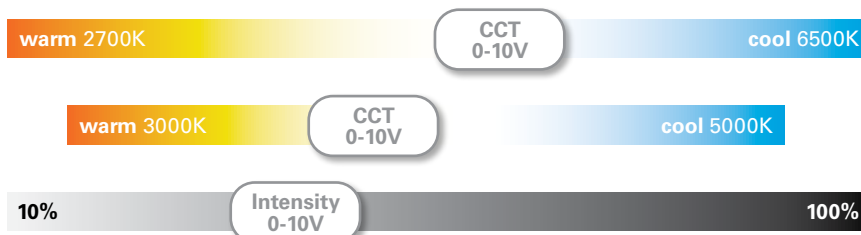
Performance Data*

Tunable White - Lumen Adjustment Factors				
CCT	3000K-5000K		2700K-6500K	
	80 CRI	90 CRI	80 CRI	90 CRI
2700K	-	-	0.878	0.750
3000K	0.904	0.744	0.903	0.779
3500K	0.956	0.813	0.934	0.819
4000K	1.004	0.878	0.954	0.844
4500K	1.014	0.893	0.972	0.866
5000K	1.014	0.893	0.985	0.884
6500K	-	-	0.999	0.908

2' x 4' Cruze ST LED - Example of Approximate Lumen Calculation			
	Standard Catalog #	VividTune 80 CRI Catalog #	VividTune 90 CRI Catalog #
CCT Setting	24CZ2-40HE-UNV-L835-CD1-U	24CZ2-40HE-UNV-L83050-W2A1-U	24CZ2-40HE-UNV-L93050-W2A1-U
3000K	-	3641	2998
3500K	4029	3853	3275
4000K	-	4046	3537
4500K	-	4084	3599
5000K	-	4084	3599

Controlling VividTune Tunable White

VividTune luminaires make tunable white more accessible by using simple and familiar controls. From wall dimmers to wireless controls, VividTune tunable white luminaires are compatible with industry standard 0-10V dimming controls. A single 0-10V dimming input is used to control intensity (brightness) while a second 0-10V dimming input is used to adjust CCT. For suggested control configurations, go to www.eaton.com/lighting for tunable white application guides.



Example of Lumen Adjustment Calculation

24CZ2-40HE-UNV-L83050-W2A1-U
at 80 CRI tuned to 3500K

Adjusted Lumen =
published lm x adjusted lm factor

Adjusted Lumen = 4029 x 0.956

Adjusted Lumen = 3853 lm

* Lumen adjustment factors are for reference
and may be different for each product selected.
Refer to IES files for actual performance data on each.

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **Award a Construction Contract for CIP #19-51- Taylor Ranch Greenspace Project to Green Giant Landscape, Inc.**

DATE: December 18, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Award a Construction Contract for CIP #19-51 – Taylor Ranch Greenspace Project, RFP #19-51 in the amount of \$1,024,005.90 to Green Giant Landscape, Inc.;
- 2) Authorize the Director of Recreation & Community Services to review and approve change orders within a 10% contingency of the contract amount; and
- 3) Authorize the City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

At the August 28, 2019 City Council meeting, the City Council approved the FY 2019-2020 Capital Improvement Project (CIP) Budget which allocated a total appropriation of \$2.1 million, including \$225,000 of Transit Funds, towards the Taylor Ranch Greenspace Project. Funding has been allocated for engineering, inspection, construction and construction management services.

The scope of the Project is to rehabilitate and enhance the existing aesthetic conditions of the Taylor Ranch Park and remove the temporary fencing to allow for the use of the area as a park. The Project's scope includes a new American with Disabilities Act (ADA) compliant restroom facility, demolition and grading, concrete improvements such as sidewalk ramps and curbs, site lighting, fencing and gates, landscaping, irrigation, parking lot rehabilitation and recreational amenities such as picnic benches, trash cans and basketball courts.

On September 25, 2019 the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the Project Plans and Specifications as prepared by Infrastructure Engineers and authorized the Recreation & Community Services Department to advertise the project for public bidding.

On December 9, 2019 at 11:10 AM, six (6) bids which had been received were opened with the following results:

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 18, 2019
AWARD A CONSTRUCTION CONTRACT FOR CIP#19-51 – TAYLOR RANCH
GREENSPACE PROJECT TO GREEN GIANT LANDSCAPE, INC.
PAGE 2 OF 2

\$1,024,005.90 – Green Giant Landscaping, Inc.
\$1,122,0554.40 – Environmental Construction
\$1,293,100.00 – C.S. Legacy Construction, Inc.
\$1,372,704.60 – Sequel Constructions, Inc.
\$1,585,908.00 – All American Asphalt
\$1,147,304.50 – GMZ Engineering, Inc.

Green Giant Landscape, Inc. submitted the lowest responsive bid in the amount of \$1,024,005.90. Staff checked the listed references and concludes that Green Giant Landscape, Inc. is a responsive bidder and reputable contractor, with a good history of work experience in these types of projects in Montebello and in the general locale. Therefore, Green Giant Landscaping, Inc. is the apparent lowest responsive and responsible bidder.

ANALYSIS

The total amount allocated to this project for construction and administrative costs is \$1,180,988.49. A summary of projected costs is as follows:

\$ 8,973.00	Design Phase (Plans, Specifications, & Estimate)
\$ 23,217.00	Construction Documents
\$ 5,775.00	Bidding & Construction Support
\$ 11,255.00	Construction Management & Inspection
\$ 400.00	Reimbursable Expenses
\$ 1,024,005.90	Construction Contract Cost
\$ 107,362.59	<u>10% Contingency</u>
\$ 1,180,988.49	Total

FISCAL IMPACTS

As part of FY 2019-2020 CIP Budget, a total of \$2,106,550 has been appropriated for the Taylor Ranch Greenspace Project. The FY 2019-2020 CIP Budget expends RDA Bond Proceeds to fund the project. There is no impact on the City's General Fund.

SUMMARY

That the City Council award a Construction Contract for CIP #19-51 – Taylor Ranch Greenspace Project, RFP #19-51 in the amount of \$1,024,005.90 to Green Giant Landscape, Inc., authorize the Director of Recreation & Community Services to review and approve change orders within a 10% contingency of the contract amount, and authorize the City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Bid Summary
Contract Agreement

BID SUMMARY															
TAYLOR RANCH GREENSPACE															
RFP #19-51															
12/9/2019															
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Green Giant Landscaping, Inc		Environmental Construction		C.S.Legacy Construction, Inc.		Sequel Constructions, Inc		All American Asphalt		GMZ Engineering, Inc.	
ITEM	BID ITEM	QTY.	UNITS	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
				PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1		\$ -	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 36,891.00	\$ 36,891.00	\$ 30,000.00	\$ 30,000.00
2	Clearing and Grubbing	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 114,352.00	\$ 114,352.00	\$ 65,432.00	\$ 65,432.00	\$ 400,000.00	\$ 400,000.00	\$ 85,176.00	\$ 85,176.00	\$ 25,000.00	\$ 25,000.00
3	Remove Existing Restrooms	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,772.00	\$ 21,772.00	\$ 17,000.00	\$ 17,000.00	\$ 24,361.00	\$ 24,361.00	\$ 25,000.00	\$ 25,000.00
4	Remove Existing Concrete Pad	SF	135	\$ 20.00	\$ 2,700.00	\$ 3.00	\$ 405.00	\$ 2.80	\$ 378.00	\$ 8.00	\$ 1,080.00	\$ 73.00	\$ 9,855.00	\$ 10.00	\$ 1,350.00
5	Remove Existing Light and Pole	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 1,116.00	\$ 2,232.00	\$ 2,000.00	\$ 4,000.00	\$ 970.00	\$ 1,940.00	\$ 500.00	\$ 1,000.00
6	Remove Existing Picnic Table	EA	2	\$ 500.00	\$ 1,000.00	\$ 150.00	\$ 300.00	\$ 172.00	\$ 344.00	\$ 400.00	\$ 800.00	\$ 5,645.00	\$ 11,290.00	\$ 250.00	\$ 500.00
7	Remove Existing Wall & Footing	LF	155	\$ 80.00	\$ 12,400.00	\$ 50.00	\$ 7,750.00	\$ 36.00	\$ 5,580.00	\$ 30.00	\$ 4,650.00	\$ 70.00	\$ 10,850.00	\$ 25.00	\$ 3,875.00
8	Remove Existing Chain Link Fence	LF	680	\$ 10.00	\$ 6,800.00	\$ 7.00	\$ 4,760.00	\$ 7.00	\$ 4,760.00	\$ 10.00	\$ 6,800.00	\$ 16.00	\$ 10,880.00	\$ 2.00	\$ 1,360.00
9	Remove Existing Tree	EA	3	\$ 800.00	\$ 2,400.00	\$ 792.00	\$ 2,376.00	\$ 1,292.00	\$ 3,876.00	\$ 2,000.00	\$ 6,000.00	\$ 778.00	\$ 2,334.00	\$ 1,500.00	\$ 4,500.00
10	Sawcut and Remove Existing Sidewalk	SF	1,270	\$ 5.00	\$ 6,350.00	\$ 2.50	\$ 3,175.00	\$ 2.40	\$ 3,048.00	\$ 4.00	\$ 5,080.00	\$ 13.00	\$ 16,510.00	\$ 10.00	\$ 12,700.00
11	Sawcut and Remove Existing Concrete Curb or Curb and Gutter	LF	50	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 20.00	\$ 1,000.00	\$ 198.00	\$ 9,900.00	\$ 20.00	\$ 1,000.00
12	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,338.00	\$ 1,338.00	\$ 500.00	\$ 500.00	\$ 16,382.00	\$ 16,382.00	\$ 1,000.00	\$ 1,000.00
13	Sawcut and Remove Existing Concrete Driveway	SF	125	\$ 5.00	\$ 625.00	\$ 5.00	\$ 625.00	\$ 3.00	\$ 375.00	\$ 8.00	\$ 1,000.00	\$ 79.00	\$ 9,875.00	\$ 10.00	\$ 1,250.00
14	Sawcut and Remove 8" AC & Underlying Material	SF	150	\$ 30.00	\$ 4,500.00	\$ 10.00	\$ 1,500.00	\$ 25.12	\$ 3,768.00	\$ 15.00	\$ 2,250.00	\$ 66.00	\$ 9,900.00	\$ 10.00	\$ 1,500.00
15	Remove Existing Sign and Post	EA	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 99.00	\$ 99.00	\$ 100.00	\$ 100.00	\$ 4,322.00	\$ 4,322.00	\$ 150.00	\$ 150.00
16	Construct 2" AC Pavement on 4" CMB	SF	150	\$ 20.00	\$ 3,000.00	\$ 6.00	\$ 900.00	\$ 19.00	\$ 2,850.00	\$ 9.00	\$ 1,350.00	\$ 140.00	\$ 21,000.00	\$ 15.00	\$ 2,250.00
17	Cold Mill Existing AC Pavement 2" Deep	SF	49,256	\$ 0.60	\$ 29,553.60	\$ 0.40	\$ 19,702.40	\$ 1.00	\$ 49,256.00	\$ 0.25	\$ 12,314.00	\$ 0.50	\$ 24,628.00	\$ 0.50	\$ 24,628.00
18	Grading	SF	73,470	\$ 0.22	\$ 16,163.40	\$ 0.50	\$ 36,735.00	\$ 0.40	\$ 29,388.00	\$ 0.80	\$ 58,776.00	\$ 1.00	\$ 73,470.00	\$ 1.00	\$ 73,470.00
19	Construct Slough Wall	LF	155	\$ 129.00	\$ 19,995.00	\$ 120.00	\$ 18,600.00	\$ 84.00	\$ 13,020.00	\$ 70.00	\$ 10,850.00	\$ 200.00	\$ 31,000.00	\$ 100.00	\$ 15,500.00
20	Construct Dry Stream Bed	LF	155	\$ 193.54	\$ 29,998.70	\$ 58.00	\$ 8,990.00	\$ 75.00	\$ 11,625.00	\$ 45.00	\$ 6,975.00	\$ 25.00	\$ 3,875.00	\$ 200.00	\$ 31,000.00
21	Construct Concrete 4" Sidewalk	SF	4,820	\$ 7.46	\$ 35,957.20	\$ 7.00	\$ 33,740.00	\$ 9.00	\$ 43,380.00	\$ 6.50	\$ 31,330.00	\$ 7.00	\$ 33,740.00	\$ 12.00	\$ 57,840.00
22	Construct Concrete Curb and Gutter	LF	50	\$ 160.00	\$ 8,000.00	\$ 35.00	\$ 1,750.00	\$ 85.00	\$ 4,250.00	\$ 38.00	\$ 1,900.00	\$ 147.00	\$ 7,350.00	\$ 100.00	\$ 5,000.00
23	Construct Concrete Pad	SF	7,570	\$ 6.34	\$ 47,993.80	\$ 12.00	\$ 90,840.00	\$ 12.00	\$ 90,840.00	\$ 8.00	\$ 60,560.00	\$ 17.00	\$ 128,690.00	\$ 15.00	\$ 113,550.00
24	Construct Concrete Curb Ramp	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,064.00	\$ 6,128.00	\$ 3,000.00	\$ 6,000.00	\$ 8,425.00	\$ 16,850.00	\$ 5,000.00	\$ 10,000.00
25	Construct Decorative Wrought Iron Railing	LF	485	\$ 164.94	\$ 79,995.90	\$ 180.00	\$ 87,300.00	\$ 239.00	\$ 115,915.00	\$ 190.00	\$ 92,150.00	\$ 228.00	\$ 110,580.00	\$ 175.00	\$ 84,875.00
26	Construct Decomposed Granite Pedestrian Path (4" Thick)	SF	575	\$ 13.91	\$ 7,998.25	\$ 8.50	\$ 4,887.50	\$ 3.20	\$ 1,840.00	\$ 8.00	\$ 4,600.00	\$ 4.00	\$ 2,300.00	\$ 5.00	\$ 2,875.00

27	Construct Crushed Miscellaneous Base (CMB)	TON	10	\$ 400.00	\$ 4,000.00	\$ 40.00	\$ 400.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 1,184.00	\$ 11,840.00	\$ 50.00	\$ 500.00
28	Construct 2" Thick AC (C2 PG-64-10)	TON	620	\$ 16.12	\$ 9,994.40	\$ 103.00	\$ 63,860.00	\$ 121.00	\$ 75,020.00	\$ 80.00	\$ 49,600.00	\$ 117.00	\$ 72,540.00	\$ 100.00	\$ 62,000.00
29	Furnish and Install Decorative Wall Sign Lettering & Coat Existing Wall	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 11,453.00	\$ 11,453.00	\$ 32,768.00	\$ 32,768.00	\$ 20,000.00	\$ 20,000.00	\$ 23,137.00	\$ 23,137.00	\$ 5,000.00	\$ 5,000.00
30	Furnish and Install 8' Picnic Table	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 2,650.00	\$ 13,250.00	\$ 1,946.00	\$ 9,730.00	\$ 2,000.00	\$ 10,000.00	\$ 3,241.00	\$ 16,205.00	\$ 1,900.00	\$ 9,500.00
31	Furnish and Install 2 Seat Bench	EA	5	\$ 400.00	\$ 2,000.00	\$ 2,010.00	\$ 10,050.00	\$ 1,662.00	\$ 8,310.00	\$ 1,300.00	\$ 6,500.00	\$ 2,269.00	\$ 11,345.00	\$ 2,000.00	\$ 10,000.00
32	Furnish and Install Trash Receptacle	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 2,300.00	\$ 6,900.00	\$ 1,929.00	\$ 5,787.00	\$ 1,500.00	\$ 4,500.00	\$ 2,863.00	\$ 8,589.00	\$ 2,000.00	\$ 6,000.00
33	Furnish and Install Basketball Court Equipment	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,414.00	\$ 8,414.00	\$ 7,000.00	\$ 7,000.00	\$ 70,215.00	\$ 70,215.00	\$ 5,000.00	\$ 5,000.00
34	Furnish and Install Pedestrian Solar Light Pole, Fixture and	EA	8	\$ 2,000.00	\$ 16,000.00	\$ 16,455.00	\$ 131,640.00	\$ 20,465.00	\$ 163,720.00	\$ 15,000.00	\$ 120,000.00	\$ 18,946.00	\$ 151,568.00	\$ 15,000.00	\$ 120,000.00
35	Repaint Existing Gazebo	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,400.00	\$ 3,400.00	\$ 7,930.00	\$ 7,930.00	\$ 10,000.00	\$ 10,000.00	\$ 11,342.00	\$ 11,342.00	\$ 10,000.00	\$ 10,000.00
36	Furnish and Install Precast Restroom with Crushed Stone Foundation	LS	1	\$ 26,000.00	\$ 260,000.00	\$152,355.00	\$ 152,355.00	\$150,135.00	\$ 150,135.00	\$125,000.00	\$ 125,000.00	\$ 235,655.00	\$ 235,655.00	\$ 150,000.00	\$ 150,000.00
37	Extend Water Lateral for Restroom Connection	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,130.00	\$ 2,130.00	\$ 4,514.00	\$ 4,514.00	\$ 9,000.00	\$ 9,000.00	\$ 10,208.00	\$ 10,208.00	\$ 5,000.00	\$ 5,000.00
38	Install 6" PVC Sewer Lateral Including Wye Connection to Exist. Public Sewer	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 43,594.00	\$ 43,594.00	\$ 19,486.00	\$ 19,486.00	\$ 20,000.00	\$ 20,000.00	\$ 22,102.00	\$ 22,102.00	\$ 5,000.00	\$ 5,000.00
39	Install New 2" Recycle Water Service Main & Meter (BY OTHERS)	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 6,308.00	\$ 6,308.00	\$ 23,223.00	\$ 23,223.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00
40	Adjust Existing Utility Can and Cover to Finish Grade	EA	5	\$ 800.00	\$ 4,000.00	\$ 250.00	\$ 1,250.00	\$ 658.00	\$ 3,290.00	\$ 400.00	\$ 2,000.00	\$ 1,167.00	\$ 5,835.00	\$ 500.00	\$ 2,500.00
41	Install New Sign and Post	EA	8	\$ 750.00	\$ 6,000.00	\$ 350.00	\$ 2,800.00	\$ 241.00	\$ 1,928.00	\$ 350.00	\$ 2,800.00	\$ 221.00	\$ 1,768.00	\$ 150.00	\$ 1,200.00
42	Adjust Existing Water Meter Box and Cover to Finish Grade	EA	3	\$ 665.00	\$ 1,995.00	\$ 250.00	\$ 750.00	\$ 623.00	\$ 1,869.00	\$ 250.00	\$ 750.00	\$ 378.00	\$ 1,134.00	\$ 500.00	\$ 1,500.00
43	Adjust Existing Irrigation Box and Cover to Finish Grade	EA	7	\$ 285.00	\$ 1,995.00	\$ 150.00	\$ 1,050.00	\$ 494.00	\$ 3,458.00	\$ 250.00	\$ 1,750.00	\$ 265.00	\$ 1,855.00	\$ 500.00	\$ 3,500.00
44	Relocate Existing Bus Shelter and All Appurtenances	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 16,119.00	\$ 16,119.00	\$ 3,000.00	\$ 3,000.00	\$ 10,262.00	\$ 10,262.00	\$ 15,000.00	\$ 15,000.00
45	Provide Erosion Control and SWPPP	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 22,900.00	\$ 22,900.00	\$ 20,861.00	\$ 20,861.00	\$ 47,000.00	\$ 47,000.00	\$ 18,794.00	\$ 18,794.00	\$ 25,000.00	\$ 25,000.00
46	Traffic Signing, Striping, Markings and Curb Painting & Basketball Court Markings	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 16,747.50	\$ 16,747.50	\$ 16,507.00	\$ 16,507.00	\$ 12,000.00	\$ 12,000.00	\$ 15,183.00	\$ 15,183.00	\$ 20,000.00	\$ 20,000.00
47	Install Public Improvement Project Signs	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,162.00	\$ 2,324.00	\$ 1,000.00	\$ 2,000.00	\$ 4,402.00	\$ 8,804.00	\$ 2,500.00	\$ 5,000.00
48	Furnish and Install Chain Link Fence	LF	10	\$ 400.00	\$ 4,000.00	\$ 319.00	\$ 3,190.00	\$ 341.00	\$ 3,410.00	\$ 100.00	\$ 1,000.00	\$ 409.00	\$ 4,090.00	\$ 100.00	\$ 1,000.00
49	Construct 2" Sched. 80 PVC Recycled Water Main; Stub-Outs; New Irrigation Controller in	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 14,900.00	\$ 14,900.00	\$ 7,692.00	\$ 7,692.00	\$ 22,000.00	\$ 22,000.00	\$ 12,963.00	\$ 12,963.00	\$ 35,000.00	\$ 35,000.00
50	Soil Amendment and Plant Preparation, including Finish Grading of Landscape Areas	SF	56,240	\$ 0.53	\$ 29,807.20	\$ 0.20	\$ 11,248.00	\$ 0.60	\$ 33,744.00	\$ 0.33	\$ 18,559.20	\$ 0.50	\$ 28,120.00	\$ 0.50	\$ 28,120.00
51	Spray Landscape Irrigation System	SF	72,240	\$ 1.38	\$ 99,691.20	\$ 0.60	\$ 43,344.00	\$ 1.00	\$ 72,240.00	\$ 0.65	\$ 46,956.00	\$ 0.75	\$ 54,180.00	\$ 0.10	\$ 7,224.00
52	Weed Control	SF	59,830	\$ 0.16	\$ 9,572.80	\$ 0.05	\$ 2,991.50	\$ 0.10	\$ 5,983.00	\$ 0.06	\$ 3,589.80	\$ 0.20	\$ 11,966.00	\$ 0.25	\$ 14,957.50
53	Recycled Plastic Edging	LF	480	\$ 34.00	\$ 16,320.00	\$ 10.00	\$ 4,800.00	\$ 5.50	\$ 2,640.00	\$ 8.00	\$ 3,840.00	\$ 8.00	\$ 3,840.00	\$ 10.00	\$ 4,800.00
54	Mulch for Planting Areas and Maintenance Paths	SF	25,670	\$ 0.38	\$ 9,754.60	\$ 0.65	\$ 16,685.50	\$ 0.60	\$ 15,402.00	\$ 0.72	\$ 18,482.40	\$ 0.60	\$ 15,402.00	\$ 1.00	\$ 25,670.00
55	Tree Planting with Staking	EA	15	\$ 267.00	\$ 4,005.00	\$ 277.00	\$ 4,155.00	\$ 324.00	\$ 4,860.00	\$ 375.00	\$ 5,625.00	\$ 405.00	\$ 6,075.00	\$ 500.00	\$ 7,500.00

56	1 Gallon Shrub and Native Grass Planting	EA	1,297	\$ 6.15	\$ 7,976.55	\$ 11.00	\$ 14,267.00	\$ 15.00	\$ 19,455.00	\$ 13.00	\$ 16,861.00	\$ 9.00	\$ 11,673.00	\$ 10.00	\$ 12,970.00
57	5 Gallon Shrub Planting	EA	46	\$ 86.95	\$ 3,999.70	\$ 21.00	\$ 966.00	\$ 23.00	\$ 1,058.00	\$ 33.00	\$ 1,518.00	\$ 19.00	\$ 874.00	\$ 25.00	\$ 1,150.00
58	Hydroseed Lawn	SF	34,160	\$ 0.46	\$ 15,713.60	\$ 0.20	\$ 6,832.00	\$ 0.30	\$ 10,248.00	\$ 0.17	\$ 5,807.20	\$ 0.20	\$ 6,832.00	\$ 0.25	\$ 8,540.00
59	Plant Establishment and Irrigation Maintenance for 180 Calendar Days	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 22,081.00	\$ 22,081.00	\$ 3,000.00	\$ 3,000.00	\$ 7,562.00	\$ 7,562.00	\$ 5,000.00	\$ 5,000.00
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL BID					\$1,024,005.90		\$1,122,054.40		\$ 1,293,100.00		\$ 1,372,704.60		\$1,585,908.00		\$1,147,304.50

CONTRACT AGREEMENT
FOR
TAYLOR RANCH GREENSPACE

**FY 2019/2020
RFP # 19-51**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **18th day of December, 2019**, BY AND BETWEEN the **City of Montebello** (as AGENCY) and **Green Giant Landscaping, Inc.**, (as CONTRACTOR). WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$1,024,005.90 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **one hundred (100) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR: GREEN GIANT LANDSCAPING, INC.

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla,

City Manager

ATTESTED: _____

Irma Barajas, City Clerk,

City Clerk of the City of Montebello

APPROVED AS TO FORM: _____

Arnold Alvarez-Glasman, City Attorney of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

TAYLOR RANCH GREENSPACE

FY 2019/2020

RFP # 19-51

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$_____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract
documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations
in the obligations or time for completion made pursuant to the terms of the contract documents shall
not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND
FOR
TAYLOR RANCH GREENSPACE

**FY 2019/2020
RFP # 19-51**

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above
stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative

CITY OF MONTEBELLO

City Council Agenda Staff Report

TO: Honorable Mayor and City Council

FROM: Irma Barajas, City Clerk

SUBJECT: CITY COUNCIL REORGANIZATION RELATED APPOINTMENTS

DATE: December 18, 2019

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a resolution designating a member, and an alternate member of the Board of Directors of Sanitation Districts Nos. 2 and 15 of Los Angeles County; and
- 2) Adopt a resolution designating a member, and an alternate member of the Los Angeles County-City Selection Committee.

DISCUSSION

The City Council will consider designating representatives to the Los Angeles County-Sanitation Districts Nos. 2 and 15, and City Selection Committee.

Montebello Municipal Code Section 2.08.010 (Council Reorganization) provides that the City Council must reorganize by selecting one of its members as Mayor and Mayor Pro Tempore on the following occasions: (a) the second meeting in November in non-election years; (b) or at the first meeting immediately following the certification of election results in an election year.

As a result of the selection of a new Mayor and Mayor Pro Tem, the City must also appoint representatives to the Los Angeles County Sanitation Districts 2 and 15, and the Los Angeles County-City Selection Committee. Those appointments require that the Mayor and Mayor Pro Tempore be set by resolution. The attached resolutions are submitted for the City Council's consideration.

FISCAL IMPACT

There is no fiscal impact.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTEBELLO DESIGNATING
MEMBERS OF THE CITY COUNCIL AS MEMBER
AND ALTERNATE MEMBER OF THE LOS ANGELES
COUNTY CITY SELECTION COMMITTEE**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1. That _____, Mayor and member of the City Council of the City of Montebello, is hereby designated and selected as a member of the Los Angeles County – City Selection Committee, and that _____, Mayor Pro Tem and member of the City Council of the City of Montebello, is designated and selected as an alternate member of the Los Angeles County City Selection Committee, who shall be a member of said Board to act in place of the presiding officer of the City Council during his absence, inability or refusal to act as member of said committee.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution and send a certified copy hereof to the Secretary of the Los Angeles County-City Selection Committee.

APPROVED AND ADOPTED THIS 11th DAY OF DECEMBER, 2019.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO DESIGNATING A MEMBER OF THE CITY COUNCIL AS ALTERNATE MEMBER OF THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICTS NO. 2 AND 15.

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That _____, Mayor and member of the City Council of the City of Montebello, is hereby designated and selected as a member of the Board of Directors of County Sanitation District Nos. 2 and 15 of Los Angeles County and that _____, Mayor Pro Tem and member of the City Council of the City of Montebello, is hereby designated and selected as an alternate member of the Board of Directors of County Sanitation District Nos. 2 and 15 of Los Angeles County, who shall be a member of said District Boards to act in place of the presiding officer of the City Council during his absence, inability or refusal to act as member of said Board of Directors.

SECTION 2: That the City Clerk shall certify to the adoption of this Resolution and send a certified copy hereof to the Secretary of the Board of Directors, Los Angeles County Sanitation District Nos. 2 and 15, Los Angeles, California.

APPROVED AND ADOPTED THIS 11th DAY OF DECEMBER, 2019.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1483, consisting of 9 pages, and
including**

Warrant No. 586434 through 586651

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller as required by law.**

**SECTION 2. That the said City Council having examined each such
demand does hereby approve and direct the payment of same, as set forth
in said Register, except the following Warrant No.**

**SECTION 3. That the City Clerk shall certify to the adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 18th DAY OF DECEMBER, 2019.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1483

From Payment Date: 12/3/19 - To Payment Date: 12/11/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
586434	12/05/2019	\$952.32	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
586435	12/05/2019	\$734.51	SUPPLIES	2544	CITY OF MONTEBELLO - RECREATION DEPARTMENT
586436	12/05/2019	\$17.01	SUBSCRIPTION	2586	AMAZON CAPITAL SERVICES, INC.
586437	12/05/2019	\$540.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
586438	12/05/2019	\$150.00	TRAINING	1498	LISA M BUSTOS
586439	12/05/2019	\$150.00	TRAINING	476	MARIA CHAVEZ
586440	12/05/2019	\$880.00	CONTRACT SERVICES	2229	EAGLE PORTABLES INC.
586441	12/05/2019	\$1,380.00	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES, INC.
586442	12/05/2019	\$1,434.46	SAFETY PROMOTIONAL SUPPLIES	2523	THE BEISTLE COMPANY/FIRE SMART PROMOTIONS
586443	12/05/2019	\$350.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
586444	12/05/2019	\$41,717.40	METROLINK RAILFEEDER PROGRAM	42180	PCAM, LLC
586445	12/05/2019	\$4,050.00	SAFETY EMPLOYMENT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
586446	12/05/2019	\$89.79	SUPPLIES	2070	ROY CHIEN
586447	12/05/2019	\$1,000.00	CONTRACT SERVICES	974	VICTOR N ZUMARAN
586448	12/05/2019	\$800.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
586449	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586450	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586451	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586452	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586453	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586454	12/09/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
586455	12/09/2019	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
586456	12/09/2019	\$8,882.38	INSURANCE PREMIUMS	55860	AFLAC
586457	12/09/2019	\$3,954.07	UTILITY SERVICES	39550	AT&T



City of Montebello
Register of Demands No. 1483

From Payment Date: 12/3/19 - To Payment Date: 12/11/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586458	12/09/2019	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA
586459	12/09/2019	\$3,191.79	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
586460	12/09/2019	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
586461	12/09/2019	\$29.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
586462	12/09/2019	\$29.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
586463	12/09/2019	\$48,459.84	INSURANCE PREMIUMS	4110	DELTA DENTAL OF CALIFORNIA
586464	12/09/2019	\$770.35	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586465	12/09/2019	\$1,716.03	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586466	12/09/2019	\$4,923.41	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586467	12/09/2019	\$1,175.36	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586468	12/09/2019	\$917.92	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586469	12/09/2019	\$659.81	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
586470	12/09/2019	\$810.85	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
586471	12/09/2019	\$163,745.86	TRANSIT DISPATCH CONSOLES	1579	MOTOROLA SOLUTIONS CREDIT CO. LLC
586472	12/09/2019	\$60.48	UTILITY SERVICES	100	PICO WATER DISTRICT
586473	12/09/2019	\$12,590.00	EMPLOYEE MEDICAL SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
586474	12/09/2019	\$2,514.13	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
586475	12/09/2019	\$21,344.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD
586476	12/09/2019	\$12,766.37	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
586477	12/09/2019	\$7,824.87	SAFETY SUPPLIES	20350	ALLSTAR FIRE EQUIPMENT INC.
586478	12/09/2019	\$66.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
586479	12/09/2019	\$2,999.95	*SEE ATTACHED	2586	AMAZON CAPITAL SERVICES, INC.
586480	12/09/2019	\$70.00	REFUND	2694	MICHELE ANCHETA
586481	12/09/2019	\$393.95	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
586482	12/09/2019	\$481.00	TRAINING	40510	BEHAVIOR ANALYSIS TRAINING INC.
586483	12/09/2019	\$347.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF PLUMBING



City of Montebello
Register of Demands No. 1483

From Payment Date: 12/3/19 - To Payment Date: 12/11/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586484	12/09/2019	\$189.00	TRAINING	1285	LIFELINE TRAINING
586485	12/09/2019	\$21,376.64	GOLF PRO SHOP SERVICES	52070	TOM CAMACHO
586486	12/09/2019	\$454.48	ACUNA PARK LOAN PAYMENT	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
586487	12/09/2019	\$640.00	INCURRED CLAIMS	1643	COMPANY NURSE
586488	12/09/2019	\$390.00	TRAINING	47440	JOHN E. KANE JR.
586489	12/09/2019	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
586490	12/09/2019	\$446.14	UNIFORM EXPENSE	55650	GALLS, LLC
586491	12/09/2019	\$250.00	REFUND	2697	JAVIER PEREZ GARCIA
586492	12/09/2019	\$210.00	REFUND	2693	REGINO GONZALEZ
586493	12/09/2019	\$547.25	SUPPLIES	2682	GREEN PRO SOLUTIONS
586494	12/09/2019	\$798.26	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
586495	12/09/2019	\$240.00	DUES & SUBSCRIPTIONS	32950	INTERNATIONAL CODE COUNCIL, INC
586496	12/09/2019	\$3,023.75	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
586497	12/09/2019	\$608.50	SUPPLIES	26670	LIFE-ASSIST, INC.
586498	12/09/2019	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
586499	12/09/2019	\$250.00	TRAINING	36960	WILLIAM MOLINARI, JR.
586500	12/09/2019	\$365.00	GENERAL GOVERNMENT	2696	CELIDA MONROY
586501	12/09/2019	\$2,465.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
586502	12/09/2019	\$375.81	REFUND	2692	ROXANNE MORALES
586503	12/09/2019	\$300.00	TRAVEL & MEETINGS	8720	SCOTT MORTON
586504	12/09/2019	\$3,771.25	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR ROOTER
586505	12/09/2019	\$1,669.88	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
586506	12/09/2019	\$11,133.89	LANDSCAPING SERVICES	2481	NORTH STAR LAND CARE
586507	12/09/2019	\$81.85	SUPPLIES	15620	OFFICE DEPOT
586508	12/09/2019	\$250.00	REFUND	2695	JUSTIN PARKER



City of Montebello
Register of Demands No. 1483

From Payment Date: 12/3/19 - To Payment Date: 12/11/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586509	12/09/2019	\$553.31	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
586510	12/09/2019	\$1,824.06	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
586511	12/09/2019	\$225.16	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
586512	12/09/2019	\$4,539.00	TRANSIT BUS CLEANING	74850	UNIQUE GENERAL SERVICES
586513	12/09/2019	\$985.21	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
586514	12/09/2019	\$2,886.28	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
586515	12/09/2019	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
586516	12/09/2019	\$2,985.95	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
586517	12/09/2019	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
586518	12/09/2019	\$7,280.00	RADIO SITES GENERATORS	47770	DUTHIE ELECTRIC SERVICE CORPORATION
586519	12/09/2019	\$862.40	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
586520	12/09/2019	\$836.00	CONTRACT SERVICES	2616	EXTREME SAFETY INC.
586521	12/09/2019	\$353.01	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
586522	12/09/2019	\$3,071.50	UNIFORM EXPENSE	55650	GALLS, LLC
586523	12/09/2019	\$1,412.05	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
586524	12/09/2019	\$98.85	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
586525	12/09/2019	\$8,698.06	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
586526	12/09/2019	\$5,906.70	CONTRACT SERVICES	73310	KRONOS INCORPORATED
586527	12/09/2019	\$84.00	TRAVEL & MEETINGS	2698	CITY OF LA MIRADA
586528	12/09/2019	\$6,912.73	SAFETY SUPPLIES	26670	LIFE-ASSIST, INC.
586529	12/09/2019	\$250.00	TRAINING	36960	WILLIAM MOLINARI, JR.
586530	12/09/2019	\$13,047.55	FIRE VEHICLE REPAIRS	2191	PERFORMANCE TRUCK REPAIR INC.
586531	12/09/2019	\$352.92	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
586532	12/09/2019	\$1,475.00	CONTRACT SERVICES	2295	RG PACIFIC LLC.
586533	12/09/2019	\$58,921.80	STREET STRIPING SERVICES	2382	SAFE USA, INC.
586534	12/09/2019	\$60.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS' ASSOC.



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586535	12/09/2019	\$1,495.05	VEHICLE MAINTENANCE/EXPENSES	1963	SUEZ WTS SERVICES USA, INC.
586536	12/09/2019	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
586537	12/10/2019	\$150.12	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
586538	12/10/2019	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
586539	12/10/2019	\$21,825.00	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
586540	12/10/2019	\$2,450.00	LANDSCAPING SERVICES	1237	AZTECA LANDSCAPE
586541	12/10/2019	\$168.41	SUPPLIES	45580	BISHOP SUPPLY COMPANY, INC.
586542	12/10/2019	\$196.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
586543	12/10/2019	\$53.41	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
586544	12/10/2019	\$150.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
586545	12/10/2019	\$520.80	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
586546	12/10/2019	\$8,309.90	TRANSIT BUS EXTERIOR RENOVATIONS	70920	DECALS BY DESIGN, INC.
586547	12/10/2019	\$113.91	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
586548	12/10/2019	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
586549	12/10/2019	\$38,940.51	JAIL FACILITY SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
586550	12/10/2019	\$2,014.23	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
586551	12/10/2019	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
586552	12/10/2019	\$2,006.81	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
586553	12/10/2019	\$1,575.00	CONTRACT SERVICES	2189	HEARD'S INVESTIGATIONS AND POLYGRAPH LLC
586554	12/10/2019	\$2,166.56	SUPPLIES	48620	THE ROBBINS COMPANY
586555	12/10/2019	\$1,175.48	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
586556	12/10/2019	\$45.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
586557	12/10/2019	\$11,943.00	FIRE ALARM MONITORING SERVICES	47110	LM SYSTEMS
586558	12/10/2019	\$15.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
586559	12/10/2019	\$1,157.02	CONTRACT SERVICES	4810	LOS ANGELES COUNTY



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586560	12/10/2019	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
586561	12/10/2019	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
586562	12/10/2019	\$4,672.50	TRANSIT HYBRID SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
586563	12/10/2019	\$1,229.01	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
586564	12/10/2019	\$345.08	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
586565	12/10/2019	\$4,392.25	POLICE VEHICLE REPAIR SERVICES	11490	MONTEBELLO AUTOCRAFT
586566	12/10/2019	\$181.22	SUPPLIES	15620	OFFICE DEPOT
586567	12/10/2019	\$103.78	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
586568	12/10/2019	\$224.28	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
586569	12/10/2019	\$21,123.32	TRAFFIC SIGNAL MAINTENANCE	2361	SIEMENS MOBILITY
586570	12/10/2019	\$9,569.84	POLICE COMPUTERS/HARDWARE	1933	STRICTLY TECHNOLOGY LLC.
586571	12/10/2019	\$6,901.66	FIRE NURSE EDUCATOR SERVICES	20070	UC REGENTS
586572	12/10/2019	\$198.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
586573	12/11/2019	\$50,000.00	ENG.SRV.-PAVING THE WAY PROJECT	37720	ADVANCED APPLIED ENGINEERING, INC.
586574	12/11/2019	\$8,846.38	INSURANCE PREMIUMS	55860	AFLAC
586575	12/11/2019	\$685.52	UTILITY SERVICES	2257	AIRESPRING INC.
586576	12/11/2019	\$3,207.46	*SEE ATTACHED	2586	AMAZON CAPITAL SERVICES, INC.
586577	12/11/2019	\$64,719.00	CONCRETE/ADA SIDEWALK REPAIRS	2239	CEM CONSTRUCTION CORP
586578	12/11/2019	\$99.74	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
586579	12/11/2019	\$2,500.03	SUB-RECIPIENT SERVICES	47260	EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS
586580	12/11/2019	\$11,576.25	ACA COMPLIANCE SERVICES	1586	TALX CORPORATION/EQUIFAX
586581	12/11/2019	\$180.68	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
586582	12/11/2019	\$11,250.00	SUB-RECIPIENT SERVICES	1349	HEART OF COMPASSION
586583	12/11/2019	\$949.91	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
586584	12/11/2019	\$17,607.22	WATER SERVICES	4760	MONTEBELLO LAND & WATER CO.
586585	12/11/2019	\$948.38	FUEL	19700	SYNCHRONY BANK/PHILLIPS 66-CONOCO 76



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586586	12/11/2019	\$55.95	UTILITY SERVICES	100	PICO WATER DISTRICT
586587	12/11/2019	\$7,524.97	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
586588	12/11/2019	\$120,956.46	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
586589	12/11/2019	\$5,291.07	UTILITY SERVICES	526	T-MOBILE USA, INC.
586590	12/11/2019	\$3,021.41	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
586591	12/11/2019	\$149.00	TRAINING	2699	KIM TURNER, LLC
586592	12/11/2019	\$1,284.79	UTILITY SERVICES	23610	VERIZON WIRELESS
586593	12/11/2019	\$54.53	UTILITY SERVICES	23610	VERIZON WIRELESS
586594	12/11/2019	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
586595	12/11/2019	\$136.68	UTILITY SERVICES	23610	VERIZON WIRELESS
586596	12/11/2019	\$200.09	UTILITY SERVICES	23610	VERIZON WIRELESS
586597	12/11/2019	\$2,015.77	UTILITY SERVICES	23610	VERIZON WIRELESS
586598	12/11/2019	\$113.20	UTILITY SERVICES	23610	VERIZON WIRELESS
586599	12/11/2019	\$1,168.30	UTILITY SERVICES	23610	VERIZON WIRELESS
586600	12/11/2019	\$53.85	UTILITY SERVICES	23610	VERIZON WIRELESS
586601	12/11/2019	\$3,162.46	UTILITY SERVICES	23610	VERIZON WIRELESS
586602	12/11/2019	\$5,220.40	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
586603	12/11/2019	\$40.00	CARPPOOL INCENTIVE	27220	ANTHONY ACEVEZ
586604	12/11/2019	\$268.79	CONTRACT SERVICES	2689	ACRO PRINTING, INC.
586605	12/11/2019	\$40.00	CARPPOOL INCENTIVE	567	ARTHUR P ANCHONDO
586606	12/11/2019	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
586607	12/11/2019	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L. ANDRADE
586608	12/11/2019	\$40.00	CARPPOOL INCENTIVE	2139	DANIEL ANTUNEZ
586609	12/11/2019	\$40.00	CARPPOOL INCENTIVE	29630	RICHARD APARICIO
586610	12/11/2019	\$55.00	CARPPOOL INCENTIVE	2700	JUAN ARREDONDO



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586611	12/11/2019	\$30.66	SUPPLIES	35980	SAEED RADMEHR
586612	12/11/2019	\$110.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
586613	12/11/2019	\$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
586614	12/11/2019	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
586615	12/11/2019	\$204,551.13	CONCRETE/ADA SIDEWALK REPAIRS	2239	CEM CONSTRUCTION CORP
586616	12/11/2019	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
586617	12/11/2019	\$40.00	CARPOOL INCENTIVE	2322	GIOVANNA CISNEROS
586618	12/11/2019	\$40.00	CARPOOL INCENTIVE	598	RONI L CISNEROS
586619	12/11/2019	\$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
586620	12/11/2019	\$18,690.00	PUBLIC WORKS INSPECTION SERVICES	2659	ELIE FARAH INC.
586621	12/11/2019	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
586622	12/11/2019	\$30.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
586623	12/11/2019	\$30.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
586624	12/11/2019	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
586625	12/11/2019	\$4,878.84	SALES TAX AUDIT SERVICES	48120	HINDERLITER, DE LLAMAS & ASSOCIATES
586626	12/11/2019	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
586627	12/11/2019	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
586628	12/11/2019	\$80.00	CARPOOL INCENTIVE	2277	CHRISTOPHER JIMENEZ
586629	12/11/2019	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
586630	12/11/2019	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
586631	12/11/2019	\$30.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
586632	12/11/2019	\$80.00	CARPOOL INCENTIVE	1778	ILENE MARTINEZ
586633	12/11/2019	\$2,275.00	CAFR STATISTICAL SERVICES	1454	GOVERNMENT REVENUE SOLUTIONS HOLDINGS LLC
586634	12/11/2019	\$217.51	OFFICE SUPPLIES	15620	OFFICE DEPOT
586635	12/11/2019	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
586636	12/11/2019	\$80.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
586637	12/11/2019	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
586638	12/11/2019	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
586639	12/11/2019	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
586640	12/11/2019	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
586641	12/11/2019	\$60.48	UTILITY SERVICES	36610	CITY OF PICO RIVERA
586642	12/11/2019	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
586643	12/11/2019	\$352.00	POLICE TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
586644	12/11/2019	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
586645	12/11/2019	\$30.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
586646	12/11/2019	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
586647	12/11/2019	\$80.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
586648	12/11/2019	\$385,590.00	STREET/INTERSECTION PAYMENT SRV	20770	SEQUEL CONTRACTORS. INC.
586649	12/11/2019	\$0.00	VOID	75020	VASQUEZ & CO.,LLP
586650	12/11/2019	\$806.81	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
586651	12/11/2019	\$300.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
Total		<u>\$1,631,225.68</u>			

**CITY OF MONTEBELLO
AMAZON CHARGES
CHECK #586479**

Transaction Date	Payment Amount	Items	Department
11/21/19	\$531.05	Smartphone	Transit
11/20/19	\$214.65	Repair Kit	Transit
11/19/19	\$26.84	Office Supplies	Community Development
11/17/19	\$674.67	Computer Hardware	Transit
11/13/19	\$54.74	Office Supplies	Golf
11/5/19	\$40.74	Computer Hardware	Transit
11/5/19	\$96.72	Office Supplies	Community Development
11/5/19	\$123.42	Computer Hardware	Finance
11/4/19	\$102.80	Office Supplies	Transit
11/1/19	\$301.11	Workstation Stand	Transit
10/31/19	\$219.18	Office Supplies	Police
10/31/19	\$39.40	Computer Hardware	Transit
10/30/19	\$54.74	Vehicle Voltage Regulator	Transit
10/31/19	\$85.26	Computer Hardware	Transit
10/30/19	\$52.51	Office Supplies	Transit
10/29/19	\$382.12	Computer Hardware	Finance
	<u>\$2,999.95</u>		

**CITY OF MONTEBELLO
AMAZON CHARGES
CHECK #586576**

Transaction Date	Payment Amount	Items	Department
11/17/19	\$7.64	Cell phone screen protector	Parks & Recreation
11/17/19	\$418.26	Cable	Parks & Recreation
11/14/19	\$317.54	Cellular phones	Parks & Recreation
11/7/19	\$82.11	Outdoor lights	Parks & Recreation
11/6/19	\$722.73	Bluetooth hardware	Parks & Recreation
11/5/19	\$1,104.84	Medical devices	Fire
11/5/19	\$332.86	Cellular phones	Parks & Recreation
10/30/19	\$221.48	IPS monitor	Parks & Recreation
	<u>\$3,207.46</u>		

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:35 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Melendez, Cobos-Cawthorne, Hadjinian
MEMBERS ABSENT: Jimenez (Councilmember Cobos-Cawthorne moved, seconded by Councilmember Melendez to excuse Councilmember Jimenez)
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Hadjinian recessed the meeting into Closed Session at the hour of 5:40 p.m. to discuss the following items. At the hour of 6:50 p.m., Mayor Hadjinian reconvened the meeting.

CLOSED SESSION - 5:30 P.M.

All five members of the City Council were present for all matters. The City Attorney provided a briefing on the item listed for Closed Session as follows:

4. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency designated representative: René Bobadilla, City Manager

Employee organization: Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association, Montebello Mid-Management Association, Montebello Supervisors Association, Montebello City Employees Association, SMART-TD, Unrepresented Employees

Direction was provided to Agency Negotiator. No final action.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

This matter was discussed and direction was provided to the Agency's Negotiator.

5a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Direction was provided to the City Attorney's Office. No final action taken.

5b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

City Councilmembers authorized the Mayor to execute a Tolling Agreement to settle claim filed by Francesca Tucker-Schuyler.

REGULAR SESSION

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

a. RECOGNITION OF THE COUNTY OF LOS ANGELES SANITATION DISTRICTS - GOOD CORPORATE CITIZENS

b. PROCLAMATION IN RECOGNITION OF NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

City Manager Bobadilla announced the closure of 10th Street on October 31, 2019, from 4:00 p.m. to 10:00 p.m., from Beverly Blvd. south to Harding Avenue.

City Manager Bobadilla announced that Item No. 19 will be pulled from tonight's agenda.

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

Raul Hurtado asked Councilmember Torres to pull his council oral, No. 25a on tonight's agenda.

Beth Krupsaw, Montebello Library, informed all about the upcoming programs and events at the library.

Linda Strong, Co-Chair, Save the Montebello Hills, spoke about the danger to the Montebello Hills during the fire season.

Levar Prothero spoke about a drug lab on 4th Street and about suspicious activity in and around his home.

12. APPROVAL OF AGENDA: Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez, that all other items be approved in a single motion with the exception of Item Nos. 14 and 16. Item No. 19 was pulled from the agenda and not discussed. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS (13- 22)

13. ADOPT RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR AND RECEIPT OF SB 2 PLANNING GRANT PROGRAM FUNDS

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Adopt Resolution No. 19-122 approving an application for two hundred fifty thousand dollars and 00/100 cents (\$250,000) under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund; and
- 2) Authorize the City Manager to execute the City's Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City; and
- 3) Authorize the City Manager to enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Planning Grants Program grant.

Motion carried unanimously.

14. AMENDING THE CITY'S TABLE OF ORGANIZATION, ADDING A CLASSIFICATION AND COMPENSATION PLAN FOR A NON-SWORN PART-TIME POLICE CADET POSITION FOR THE POLICE DEPARTMENT

Councilmember Torres spoke in support of the addition of a Police Cadet for the Police Department.

Chief Keller added that the Cadet will receive training for about 4-6 months and would work approximately 19 hours per week.

Councilmember Melendez moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve adding a non-sworn position, Police Cadet to the City's Table of Organization within the Police Department; and
- 2) Add a compensation plan for the new position of Police Cadet; and
- 3) Remove the position of Community Service Officer from the Table of Organization through attrition; and
- 4) Remove the position of Park Ranger from the Table of Organization through attrition; and
- 5) Re-appropriate \$110,000 from the Recreation and Community Services Department labor cost to the Police Departments part-time labor cost.

Motion carried unanimously.

15. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS UTILIZATION AND BUDGET APPROPRIATION RESOLUTION

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT20085, in the amount of \$90,000; and
- 2) Approve Resolution No. 19-123 authorizing the appropriations of funds related to the California OTS-STEP grant award as described in the grant agreement budget.

Motion carried unanimously.

16. SEAACA “PETS FOR TROOPS” PROGRAM

Councilmember Cobos-Cawthorne stated support of the Pets for Troops Program.

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) It is recommended that the City Council authorize a Memorandum of Understanding (MOU), Agreement No. 3700, with the Southeast Area Animal Control Authority (SEAACA) to provide active and retired military personnel living in the City of Montebello pet adoptions at no cost.

Motion carried unanimously.

17. ADOPTION AND PARTICIPATION IN SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) COYOTE MANAGEMENT IMPLEMENTATION PLAN

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the City Manager to sign a Memorandum of Agreement with the San Gabriel Valley Council of Governments. Agreement No. 3701, to participate in the SGVCOG's Coyote Management Implementation Plan; and
- 2) Appoint the Director of Recreation & Community Services as the point of contact for plan implementation and coordination of outreach and education efforts with the San Gabriel Valley Council of Governments.

Motion carried unanimously.

18. FUTURE MEETING CANCELLATIONS

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- (1) It is recommended that the City Council adopt Resolution No. 19-124 canceling on an annual basis, the first City Council meeting in July and the second City Council meetings in November and December each calendar year.

Motion carried unanimously.

19. APPROVE THE RESOLUTION ESTABLISHING HOLIDAYS FOR EMPLOYEES IN THE CITY'S SERVICE FOR CALENDAR YEAR 2020

RECOMMENDATION:

- 1) It is recommended that the City Council approve the Resolution establishing twelve holidays for employees in the City's service for the next calendar year commencing January 1, 2020 to December 31, 2020 in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code.

20. MONTHLY INVESTMENT REPORT – SEPTEMBER 2019

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Move to approve and file the Monthly Investment Report for September 2019 report.

Motion carried unanimously.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 23, 2019

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Adopt Resolution No. 19-125 approving the Warrant Register dated October 23, 2019.

Motion carried unanimously.

22. APPROVAL OF MINUTES: SEPTEMBER 25, 2019

Councilmember Cobos-Cawthorne, moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve said minutes as written.

Motion carried unanimously.

23. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

24. COUNCILMEMBER JIMENEZ

None.

25. COUNCILMEMBER TORRES

- a. Resolution condemning the Trump Administration's obstruction of congressional impeachment inquiry
No discussion.
- b. Facilities master plan: pursuit of carbon-neutral city facilities
Would like consensus to pursue carbon-neutral City facilities. Information will be brought back to the City Council at a later date.
- c. Pick and Stroll on Sunday, November 3, 8:30 am at Montebello and Chet Holifield Parks. Councilman Torres would like to expand the Pick and Stroll to every City park.
- d. Coffee with a Councilman on Wednesday, November 6, 6:30 pm
No discussion.

26. MAYOR PRO TEM MELENDEZ

None.

27. COUNCILMEMBER COBOS-CAWTHORNE

- a. Reminder 10th street closure for Halloween
Staff announced that signs will be posted to alert residents of the closure.

28. MAYOR HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 7:35 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of October 23, 2019, were approved as written on December 18, 2019.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Paving The Way Program - Authorize City Manager to Execute a Third Amendment to Agreement No. 3066 for Engineering Services with Infrastructure Engineers**

DATE: December 18, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the Third Amendment to Agreement No. 3066 for Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute the Third Amendment in the amount not to exceed \$895,107 on behalf of the City, as it relates to City's Paving The Way Program ("Paving The Way").

BACKGROUND/ANALYSIS

On August 28, 2019, the City Council authorized the City Manager to negotiate a potential amendment with Infrastructure Engineers for engineering services, as allowed under Agreement No. 3066. Agreement No. 3066 for engineering services was awarded in 2015 to Infrastructure Engineers after following a competitive process for said services. As such, Infrastructure Engineers have provided outstanding engineering services to the City since the execution of the Agreement. In order to implement the strategies and goals of "Paving The Way," in the most expeditious and effective way it is necessary to execute a Third Amendment with Infrastructure Engineers.

ANALYSIS

On October 27, 2019, at the request of City Staff, Infrastructure Engineers submitted a proposal to provide the necessary services to efficient and effective assist with the implementation of "Paving The Way." After review of the proposal, including services and fees, staff is respectfully recommending that the City Council approve the Third Amendment with Infrastructure Engineers as attached to this staff report and detailed in the consultant proposal.

FISCAL IMPACT

If approved by City Council, the cost of the proposed amendment will not exceed \$895,107, as it relates to Paving The Way. The initial/upfront cost of the services would be funded by the General Fund; however, the General Fund would be reimbursed for any upfront cost by the Paving The Way Street Improvement Bonds once bond proceeds are received by the City. It is the City's expectation that all services needed to implement Paving The Way will be paid from bond proceeds with no fiscal impact on the City's General Fund.

SUMMARY

On August 28, 2019, City Council authorized the City Manager to negotiate an amendment with Infrastructure Engineers, as allowed under Agreement No. 3066 for engineering services in connection with the City's Paving The Way Program. The City Council will consider approval of the Third Amendment to said agreement and authorizing the City Manager to execute the amendment on behalf of the City in an amount not to exceed \$895,107, as the original agreement allows for the executing of additional amendments/services as it was awarded based on a competitive process.

ATTACHMENTS

Third Amendment
Infrastructure Engineers proposal dated October 27, 2019

AGREEMENT NO. 3066

THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Third Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS (**"Third Amendment"**) is entered into this December 18, 2019, by and between Infrastructure Engineers, (**"Consultant"**) and City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "Agreement"), pursuant to which City retained Consultant to provide engineering services, as further described in the Agreement;

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

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, on or about March 22, 2019, the Parties executed the Agreement for an additional one (1) year term via the Second Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, The City Council by the unanimous vote on August 28, 2019 authorized the City Manager to negotiate an amendment to the exiting Agreement to facilitates implementation of a Street Improvement Bond to be implement over a three-year period; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 2. Compensation.

For the Term of this Third Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement and as shown in Consultant's Proposal, dated January 27, 2015. However, for the design of the capital projects (Paving The Way), the program management, studies, construction management and other ancillary services the Consultant shall be compensated at the rate and in an amount not to exceed \$895,107 per Consultant's proposal dated October 27, 2019, hereto attached as Exhibit "A" to this Amendment.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

René Bobadilla
City Manager

Sid Mousavi
CEO

ATTEST

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney



October 27, 2019

Danilo Batson
Public Works Director
1600 W Beverly Blvd.
Montebello, CA 90640

Subject: Proposal to Provide Engineering Services to the City of Montebello's Paving the Way Program – Planning, Design, Project Management, Construction Management and Outreach

Dear Mr. Batson,

Infrastructure Engineers is pleased to partner with the City of Montebello to plan and develop a strategy for the implementation of the "Paving the Way" Fiscal Years (FYs) 2019-2020 program. We have been proudly assisting the City for many years with improvements and rehabilitation of roadways and alleys. Because of this valued relationship, we take personal interest in continuing to assist the City in maintaining and improving its infrastructure and implementing programs that enhance the community's safety and wellbeing.

Scope of Work

Infrastructure Engineers will provide all necessary services to achieve the City's goals for the program. This work includes all services held for the 2019-2020 area designated FY, but is not limited to the tasks outlined here.

Task 1: Planning & Strategy Development

The undertaking of the "Paving the Way" program requires the development of a strategy that will establish an efficient roadmap to initiate and navigate the program. This includes dividing the identified street based on standard pavement preservation method categories-reconstruct, resurface or rehabilitate.

For example, streets that have drainage issues or require total reconstruction will be required to have a topographical survey and a geotechnical investigation conducted to provide a proposed flowline on a profile in a set of detailed plans to appropriately address both pavement and drainage issues. However, streets that maintain a healthy flow of drainage and do not need total reconstruction will only require a geotechnical investigation to determine the thickness of existing pavement section and not a topographical survey.

By classifying the streets into separate categories, Infrastructure Engineers will streamline the design of streets that require no survey. This category of streets will not require detailed plans and can be designed and constructed much faster by utilizing exhibits typical profile and tables within the specifications to call out improvements.

Within this category, Infrastructure Engineers' strategy would involve grind and overlay or asphalt rubber aggregate membrane (ARAM).

Within the category of streets that requires detailed surveying geotechnical investigation as well as plans and specifications. The strategy would involve grind and overlay, ARAM or total reconstruction. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget as possible.

The project consists of pavement rehabilitation, ADA improvements, sidewalk, cross gutter, driveway approach, manhole adjustment, curb and gutter improvements, roadway safety improvements, traffic control, and signing and striping. Each street shall have its own detailed scope of work and schedule. It will be our engineer's aim to minimize the limits of concrete work in order to maximize the paving dollars.

Infrastructure Engineers is committed to ensuring that projects are completed on schedule and within budget; however, we realize that schedules can be impacted by unexpected issues and occurrences. In these cases, Infrastructure Engineers' policy is to commit the necessary resources to the project to bring the project back on schedule. Resources are allocated as needed without additional cost to the City. When the planning and strategy development phase is analyzed, the City will have the distribution of streets with rehabilitation strategy assigned to it. Also, a preliminary cost estimate for each street will be developed.

Task 2: Design Activities

Phase 1 – Streets that are free of drainage deficiency

This list of streets will be designated as the first list of streets to be rehabilitated. The streets will not need any land surveying and with some geotechnical work (pavement coring) the existing asphalt thickness and state of substructure can be identified. Infrastructure Engineers will prepare one sets of specifications with necessary charts and sketches, along with a cost estimate and bid schedule. The design engineer, upon consultation with City staff, will identify the streets that can be rehabilitated using traditional grind and overlay or ARAM strategy.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

In conjunction with information researched, we will notify affected utility companies of the impending project. Surface features requiring adjustment will be identified and coordinated with the corresponding utility company. This includes preparing Utility Information Requests, Prepare to Relocate Notices, and Notices to Relocate, as defined by the City. This task will begin immediately upon receiving Notice to Proceed to ensure due diligence and follow-through with the utility companies.

Infrastructure Engineers' staff will initiate the three-step notification process early in the design process and will identify conflicts to meet the City's schedule. We are aware of the City's concerns about resolution of any and all possible conflicts impacting the project schedule. We will dedicate ourselves to making sure there will be no such delays by beginning this process immediately.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below:

Final Specifications and Estimates: Infrastructure Engineers will provide professional services to complete all streets that require only grind & overlay or ARAM. One Final submittal of specifications with cross sections of pavement recommendations and detailed tables for concrete repairs will be provided to the City on October 31, 2019 so that construction may begin soon after the City advertise the project for bids.

Phase 2 – Streets needing plans and specifications

Based on the analysis of field documents, geotechnical investigation and drainage issues, the design engineers will identify the streets that are needing traditional reconstruction or ARAM. A complete list of ARAM projects will be identified and specified.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

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Land Surveying

Infrastructure Engineers will provide engineering surveying support services to prepare the base maps to be used in the project's design, including electronic Computer-Aided Design (CAD) files for streets that will require total reconstruct or have drainage issues. This will include record collection, establishment of horizontal and vertical controls, additional needed surveying, monument and centerline tie preservation, and establishment of temporary benchmarks.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Plans, Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below.

50% Plans and or Specifications: Infrastructure Engineers will prepare preliminary design plans for the project to include all the City's goals and needs. During this process, extensive coordination will be conducted to meet the City's requirement for the project and stakeholders' approval. These services include, but are not limited to preparation of a base map showing detail of existing conditions, existing utility locations, and proposed design concept and solutions for the project.

90% and 100% Plans, Specifications and Estimates: After City's approval of the preferred design for the proposed project, Infrastructure Engineers will provide professional services to complete all items as outlined, including all deliverables.

Based on the approved preliminary plans and or specifications, Infrastructure Engineers will prepare final design documents at the 90% and 100% completion stages for City review and approval. At each submittal, previous comments will be incorporated in the design documents for the City's review.

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed Mylar drawings, electronic copies of the plans will be delivered to the City for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction as well as all available City standards, and any other applicable state and federal codes.

Specifications: Infrastructure Engineers will prepare a comprehensive set of technical specifications using Standard Specifications (boiler plate) from the City, with all amendments and templates and, where needed, additional language from the latest edition of Standard Specifications for Public Works Construction will be added. Bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the Special/Technical Provisions and included in the contractor's bid list. Technical provisions will contain adequate detail in coordination with the plans and will reference the appropriate standard specifications. Each item of work will be covered, and a measurement and payment clause will be included. At the 90% and 100% stages, a copy of Special Provisions will be provided to the City for review.

Engineer's Estimates: Infrastructure Engineers will prepare a quantity takeoff and construction cost estimate for verification of project budget and guidance during the design phase. Measurement of units will be contained in the cost estimate and specifications with additional detail for lump sum items, as necessary. Because of the variability in construction material prices, we will, at the time of each submittal of cost estimates, verify our database for construction cost items with general contractors, manufacturers, or material suppliers. Backup information will be submitted along with the estimate for City records and concurrence. The cost estimates will be prepared and submitted to the City at preliminary design stage and at 90% and 100% completed stages. Hard copy on 8.5-inch by 11-inch sheets, and an electronic copy, of the cost estimates will be delivered to the City for its records.

Record Drawings (As-Built)

Infrastructure Engineers will provide a complete set of revised original tracings to the City, showing as-built conditions, within 60 days of completion and acceptance of the project. Revisions will be solely based on as-built information provided by the City's Project Manager and the contractor. Infrastructure Engineers will assume no responsibility for the accuracy of the information provided by the City's Construction Manager and the contractor.

Task 3: Project Management

Infrastructure Engineers will provide project management during the entire course of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings (weekly or bi-weekly), preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. Infrastructure Engineers will ensure that all design elements required by the City and other governing agencies are addressed at various stages of the work.

An initial kick-off meeting of design team members and City staff will be convened to review and confirm the detailed project scope, construction objectives, and other pertinent project details. During this meeting, design criteria and parameters will be discussed and established for each of the various elements that will be incorporated into the project. In addition, when Infrastructure Engineers has prepared its preliminary plans, a meeting will be set with the City to review, in detail, and finalize project work to the City's satisfaction. Infrastructure Engineers will communicate with City staff as necessary to coordinate the project design. For all meetings, agendas and notes will be prepared by Infrastructure Engineers to summarize issues to be discussed and for distribution to City staff.

In addition to the initial project definition and program development meeting, continuous coordination and updates will be conducted by Infrastructure Engineers with City staff. This includes a bi-weekly conference meeting and written bi-weekly project status reports using the City's format.

Bid Phase

Preparation of accurate and complete bid documents is a very important aspect of ensuring successful delivery of construction projects. Infrastructure Engineers' project managers realize that reaching out to a large pool of contractors and obtaining timely responses to contractors' requests for information (RFIs) are important facets of a comprehensive bidding exercise. Infrastructure Engineers will provide engineering support services during the bidding phase of the project, upon City's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses, and preparing addenda, if needed (up to three addenda). These tasks will be diligently completed to ensure that projects will properly transition to the construction phase, as outlined in the program's master schedule.

Construction Phase

Infrastructure Engineers' Project Manager will coordinate with the City to attend the preconstruction meeting, job walk, and job-site meetings, and will provide field recommendations during construction when required by the City. The Infrastructure Engineers team will be ready to respond to all RFIs, attend meetings, and the review of material mix designs, and review submittals and shop drawings. A tabulated response to all RFIs will be submitted to the City. If changes occur that require revisions to the plans or special provisions, our design team will modify the project plans or special provisions, as required by the City. This also includes field observations and construction inspection services. The following subsections present detailed work that will be done as part of this task:

Responding to RFIs during Construction: Infrastructure Engineers' Construction Manager will receive, review and respond to the contractor's RFIs in a timely manner to ensure the contractor's flow of work. Our reporting systems have built-in mechanisms to expedite the flow of information and ensure that no issues are inadvertently overlooked. For instance, the RFI log will automatically highlight any RFI that has remained unprocessed for a period of three days. That way we can immediately respond to the RFI and eliminate a potential contractor claim for the delay. The change order and submittal logs have similar mechanisms to alert our project team to act on issues before they become problems. Infrastructure Engineers will require

the successful contractor to provide project information to the project team in an approved format. Infrastructure Engineers will make sure this requirement is a part of the instructions to bidders.

Review of Submittals: Infrastructure Engineers will review the contractor's submittals and shop drawings to ascertain compliance with bid documents. The submittal logs will be initiated and maintained.

Controlling Change Orders (As Required): In performing our analysis of change orders, Infrastructure Engineers' attention is focused on determining whether or not an alleged change is merely a clarification; if it is a change, we find out if it is necessary. Lastly, we determine how much added value, if any, is given to the project by making the change and which party is responsible. Every pending change involving time or cost will be evaluated in a timely manner. Infrastructure Engineers' recommendations will be given to the City to facilitate timely and well-informed decisions. We will assist the City in negotiating with the contractor to ensure the City receives a fair price for all change orders.

Task 4: Construction Management and Inspection

Construction Management

Reviewing the construction processes from start to finish during pre-construction phase will identify obstacles before a project is actually built, thus reducing or preventing errors, delays, and cost overruns. The first step to providing construction management and inspection services is the constructability review.

Constructability Review

The main goal of the constructability review is to identify areas of the project where potential change orders can occur. Upon the City's request, the construction manager will work with the design engineer and contractor to minimize or eliminate potential change order issues. The constructability review will enhance the construction manager's ability to manage the project and keep surprises to a minimum.

The construction manager will review the items listed below to identify any potential constructability issues or conflicts.

- Project Design Plans: Identify the limits and scope of the project.
- Specifications: Review the general conditions of the project, including construction materials, methods of construction, and installation required.
- Quantity Estimates: Ensure the contractor completes all specified quantities in the bid package, unless otherwise noted by the City.
- Contract: Review the contract terms to confirm the contractor is abiding by all requirements.
- Identify High-Risk Locations (schools, businesses, high-density residential areas, etc.): Based on our experience, construction near these high-risk locations can be problematic for both the contractor and project stakeholders. Locating these areas will provide the project with the highest degree of success. A plan of action will be developed with the contractor to mitigate risk, avoid construction delays and claims, and reduce complaints from the public.
- Obtain Trash Pickup and Street Sweeping Schedule: These are services provided on a routine basis (weekly, bi-weekly, etc.) that involve the public right-of-way. Identifying these schedules and where these services are provided will help the contractor schedule their work with the least amount of disruption to these services being provided to residents and businesses.
- Agency Coordination: Identifying major stakeholders, their level of involvement, and coordinating project schedules with them.
- Submittals: Identifying and tracking contractor's submittals using a spreadsheet.

Pre-construction Conference Review

All relevant project staff will be identified and requested to attend the Pre-construction Conference. Ideally, the items listed below will be discussed:

- Issuance of Notice to Proceed to contractor
- Move-In/mobilization period for the contractor
- Contractor's schedule
- Point of contact – chain of command
- Submittals and requests for information (RFIs)
- Review of contractor's traffic control plans for project
- Working hours
- Site safety
- National Pollutant Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plans (SWPPP) submittal and review
- Schedule of future meetings with contractor
- Weekly status reports
- Budget reports
- Schedule updates
- Design clarifications and change orders
- Progress payments
- Public relations – project notification to residents and businesses
- Labor compliance
- Contact numbers of critical services (Sheriff, Fire Department, trash collection, street sweeping, school district, etc.)

Surveying and Construction Staking

If requested by the City, necessary surveying and construction staking will be arranged to ensure the contractor will be able to perform project work without any delays. The construction inspector will verify the scope of work and exact limits of removals with the contractor's foreman. Limits of removal and joint lines will be marked, and digital images of each location will be recorded.

Site Safety

The Site-Specific Safety Plan (SSSP) is a communication tool between the main contractor and subcontractor and should be in place before construction begins. When used correctly, it ensures that relevant site information is regularly updated, and safety is monitored. SSSPs not only protect workers but the City as well. The Infrastructure Engineers construction inspector will review the contractor's SSSP for compliance with OSHA standards and regulations and that daily safety tailgate meetings are held by contractor to all site workers. The construction inspector will immediately stop work when any unsafe condition is observed and notify the contractor of the violation and provide written notification to the contractor. If the contractor refuses to comply or correct the situation, the construction inspector will notify the City and Cal OSHA.

Agency Coordination

Early coordination with stakeholders is critical to prevent project delays, claims, and other unforeseen encumbrances to the project. We will determine the level of involvement a stakeholder has with this project and work with that stakeholder to provide any required information or project coordination.

Management/Information Systems

Prior to the Pre-construction Conference, the construction manager will establish a system for managing all project correspondence. Correspondence will include project submittals, RFIs, reports, progress payments, change orders, and other required project documents essential to construction. Spreadsheets for submittals and RFIs will be prepared to ensure the contractor can begin as soon as possible. Spreadsheets for progress payments and change orders will also be prepared to track and monitor the cost and schedule of the contractor for the entire project.

Coordinate Project Submittals

Using our management information systems, a spreadsheet will be prepared to monitor submittals on the project. The spreadsheet will allow the construction inspector to verify which of the contractor's submittals were approved by the project designers. The non-approved submittals will have comments from the designer for the contractor to correct in order obtain approval for those submittals.

Review Traffic Control Plans

A Traffic Control Plan will be required for each different construction phase or sewer system reach where work will be performed within the public right-of-way. The construction inspector will review the contractor's plans to ensure they are consistent with both the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement. The plans must clearly depict the exact sequence of construction operations, the construction to be performed, and the traveled way that will be used by all traffic during each phase of construction. Approved traffic control plans will be reviewed at the Pre-construction Conference.

Materials Testing

If requested by the City, necessary materials testing will be arranged in compliance with the City's Quality Assurance Plan (QAP) and Caltrans LAPM procedures and requirements, when relevant, to ensure the contractor will be able to perform his work without any delays and ensure that the project will be constructed per design standards and details.

Infrastructure Engineers' construction inspector will verify the quantities of testing samples, coordination of plant inspections and material compliance with the contractor's foreman. The laboratory performing the construction and materials testing and all samples will possess valid and current certifications as required by Caltrans.

Weekly Construction Meetings

Meetings will be held on a weekly basis during construction. All involved stakeholders will be requested to attend. The meetings may involve discussions regarding the schedule, change orders, progress payments, disputes, site safety, traffic control, environmental compliance, and other project-related concerns. These meetings will provide opportunities to discuss any outstanding items or issues to further the project's progress. The construction manager will provide a summary to City's Project Manager and will offer recommendations and suggestions to further the project's progress, if necessary.

Issues Management

It is our goal to use proper quality control measures to avoid unnecessary change orders, claims, or disputes on this project. While the constructability review completed in the pre-construction phase will assist and aid in this process, not all issues are known prior to the start of construction. The first step in this process is avoidance. Avoidance is critical because many disputes and change orders can be avoided if proper

measures are in place. Consistent inspection of work and constant review of the contractor's progress are vital when it comes to preventing unnecessary disputes and change orders by the contractor to the City.

Dispute/Change Order Process

1. Inform the City's Project Manager of the dispute, claim, or change order request by the contractor.
2. Examine the validity of the dispute, claim, or change order request and provide input.

We will be the City's advocate, looking out for the City's best interest; however, the City's Project Manager will provide resolution for any dispute, claim, or change order request brought on by the contractor during construction.

Quality Control/Inspection Services

Prior to the contractor's start, the construction inspector will take photographs of the project area's existing conditions for future reference. This will provide documentation for possible future claims and disputes with the intent of claims avoidance and quicker dispute resolution. For high-risk locations, additional photographs will be taken for future reference to ensure work is in accordance with the contract, project plans, and specifications.

When construction begins, the construction inspector will ensure compliance of the following tasks on each working day of the project:

- Resolve any outstanding issues from previous working day(s).
- Traffic control is put in place in accordance with the California MUTCD.
- All applicable best management practices (BMPs) occur onsite in accordance with NPDES and SWPPP. In addition, if any working day occurs between October 15 and April 15, the inspector will ensure that the proper BMPs for erosion control and sedimentation are put in place by the contractor.
- Monitor the contractor's site safety program and ensure it is in compliance with Cal/OSHA.
- Project progress documentation will be prepared each working day in the inspector's daily project diary.
- The inspector's daily regime consists of the following tasks:
- Monitor the quantities of work completed by the contractor as related to the project and the construction contract. Keep a running total of the quantities to complete progress payments to the contractor.
- Document any deficiencies and corrections that occur onsite and prepare reports accordingly.
- Keep a tally of the number of workers the contractor and subcontractor(s) have onsite.
- Document any visitors that come onsite (survey crew, soil testing personnel, design engineer, etc.)
- Document the equipment used onsite and the processes and methods the contractor employs to complete the work.
- Keep daily reports during construction to prepare weekly progress reports.

Progress Payments

Status reports will be prepared on a weekly basis during the construction phase of the project. The reports will include information on the contractor's project progress, change orders, site safety reports, and cost and schedule information. The weekly status reports will be provided to the City's Project Manager so that progress payments can be prepared for the project. Verification of the completed quantities will be done as a part of progress payment process.

Task 5: Public Outreach and Community Engagement

This component of the project will be provided and managed by the Public Outreach Team at Infrastructure Engineers. The Public Outreach Team will work closely with the City and other IE project staff to ensure that adequate public awareness is provided and maintained, and that updates are provided before project start up, during construction, and immediately following completion.

In summary, this Outreach Plan has been prepared with the knowledge that construction of the street rehabilitation project will be broken down into three phases, or Work Zones, and will span a construction period of three fiscal years. The first phase construction will begin and end in Fiscal Year 2019-2020. The second phase will begin and end in Fiscal Year 2020-2021 while the third and final phase will begin and end in Fiscal Year 2021-2022.

The preparation and implementation of the Outreach Plan outlined below will only apply to the first of the three construction phases. Should the City desire additional outreach assistance for the subsequent phases, Infrastructure Engineers would be pleased to respond to the City's request for services.

Outline for a Public Information Plan and Outreach Campaign for Work Zones

Task 5.1 Initial project startup activities; meeting(s) with City staff

Task 5.2 Design a Public Information and Outreach Campaign for Work Zones

Determine the appropriate size and nature of the campaign – The size and nature of the public information and outreach effort will be determined by the characteristics of the project, its location, and the anticipated impacts of the road construction project. Aspects that will be considered include size and duration of the project, the amount of delay anticipated, special traffic and safety conditions, and potential impacts on local schools and businesses, access to and from home for residents, and the overall mobility of traffic. Work scope includes:

- a. Determine the size, components and nature of the public information and outreach campaign
- b. Develop project timeline
- c. Develop outreach plan
 - i. Identify resources – The Outreach Team will tap into existing internal resources such as the City's Information Technology (IT) Office and will leverage external resources like free media coverage to assist with dissemination of information
 - ii. Identify partners – Working with a range of partners to design and implement an information and outreach campaign will strengthen the strategies employed and may reduce the costs to the City. Partners may include, among others, State and local public safety agencies, the utility companies, major employers, the school district(s), transportation agencies and providers such as bus companies, and business and neighborhood associations such as the local Chamber of Commerce.
 - iii. Finalize project area boundaries

- d. Prepare project area map(s)
- e. Prepare a coordination plan to ensure coordination between IE staff, the City, utility companies, public safety agencies and general contractor before, during and at completion of construction

Task 5.3 Production of Outreach Plan Components

The Outreach Plan will include the following:

- a. Branding
- b. Use of the mass media
- c. Creation of a project link on City's Website with assistance of City's Information Technology (IT) Office
- d. Creation and production of printed materials
- e. Creation power point, video and other visual aids
- f. Establishment of a project information line (if required)
- g. Coordinate use of dynamic message signs (DMS)
- h. Public meetings, workshops, and community events

Task 5.4 Coordinate, stage and attend 2 public project information meetings

Working with City staff – The Outreach Team will be responsible for the coordination and staging of, and attendance at, two community meetings where information on the project will be communicated including information on the project area boundaries, location of impacted street segments, scope of construction work and project timeline.

Fee Proposal

The total proposed fee to perform the above tasks is \$895,107 as detailed in the attached Exhibit "A".

Sincerely,

Infrastructure Engineers



Farzad Dorrani, MS
Chief Operation Officer

Agreed and Accepted

Name and Title

Date

Item #	Task	Principal-In Charge	Description	Rate:	Project Manager	Senior Engineers	Engineer Associates	Engineer Assistants	Engineering Technician/CADD	Design Admin	Surveying	Geotechnical	Construction Manager	Inspector 1	Inspector 2	Construction Admin	Program Director	Outreach Specialist	Technical Assistant	Reimbursable		Cost					
1	Planning and Strategy	16	24	40	48	32	32	32	32	32										\$	400	\$	35,024				
2.1	Phase 1 - Plans, Specifications & Estimate (PS&E)	22	80	148	194	256	154	66	66	66	\$	-	\$	30,554						\$	600	\$	146,680				
2.2	Phase 2 - Plans, Specifications & Estimate (PS&E)	54	158	198	272	456	554	108	108	108	\$	38,272	\$	19,770						\$	1,200	\$	277,930				
3	Program Management	240	176	112	112	206	64	200															\$	128,548			
4	Construction Management/Inspection												240	1,200	600	240							\$	255,720			
5	Public Outreach	73			128		188										73	126	190		\$	2,383	\$	51,205			
																						TOTAL		\$		895,107	

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