LOCATION:
El Monte City Hall – East
City Council Chambers
11333 Valley Boulevard
El Monte, CA 91731

DATE AND TIME:
Tuesday,
December 18, 2018
6:00 p.m.

REGULAR MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

COUNCILMEMBERS/AUTHORITY MEMBERS:
Andre Quintero, Mayor
♦ Jessica Ancona, Councilmember ♦ Victoria Martinez, Councilmember
♦ Maria Morales, Councilmember ♦ Jerry Velasco, Councilmember

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1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair
Jessica Ancona, Councilmember/Authority Member
Victoria Martinez, Councilmember/Authority Member
Maria Morales, Councilmember/Authority Member
Jerry Velasco, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION (6:00 p.m. – 7:00 p.m.):

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendized Closed Session matter shall fill out a speaker card and be subject to a speaker's time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Eric A. Walterscheid vs. City of El Monte, Los Angeles Superior Court, Case No. BC495445.

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss a Matter of Existing Litigation – Salazar vs. City of El Monte and the County of Los Angeles (LASC Case No. BC48453).

4.3 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
Parcel 3 Gateway

Name of Party City is Negotiating with:
James Acevedo

City's Representatives in Negotiations:
Alex Hamilton, City Manager; Alma K. Martinez, Assistant City Manager; and David F. Gondek, Deputy City Attorney

Under Discussion:
Both price and terms.

4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Related Matters:

El Rovia Mobile Home Park, LLC vs. City of El Monte, Los Angeles Superior Court Case No. KC069501; and

In the Matter of El Rovia Trailer Village, LLC, OAH No. 2017070107; and

El Rovia vs. City of El Monte, Los Angeles Superior Court Case No. BS172209.

OPEN SESSION PROCEEDINGS

(Commencing at 7:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess)

5. INVOCATION: Chaplain Esrom Lempao, House of Faith El Monte.

6. FLAG SALUTE: David Reynoso, Chief of Police.

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council") that **are not listed on this agenda**. Although no person is required to provide their name and address as a condition to attending a Council meeting, persons who wish to address the Council are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons.

Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

All comments or queries presented by a speaker shall be addressed to the Council as a body and not to any specific member thereof. No questions shall be posed to any member of the Council except through the presiding official of the meeting, the Mayor and/or Chair. Members of the Council are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The Council may not engage in

any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this agenda.

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

9. CITY TREASURER'S REPORT:

10. DEMAND RESOLUTION NO. D-588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID.

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims, demands, and payroll totaling $1,951,030.02 have been examined by the City Treasurer and that warrant numbers 1078708 through 1079199 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES:

Regular City Council Meeting of December 4, 2018.

12. CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that they may be discussed, considered and voted upon individually by the Council. A matter may be removed from the Consent Calendar and taken up separately by way of a seconded motion of any member of the Council with the approval of a majority of the Council quorum.

12.1 Consideration and Approval of an Amended Retainer Agreement with Special Counsel Regarding Potential Opioid Litigation.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the amended retainer agreement with Robert Kaplan LLP and Andrews & Thornton on a contingent fee basis to pursue all civil remedies against the manufacturers of prescription opiates and those in the chain of distribution.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

12.2 Approval of First Amendment to Legal Services Agreement with Law Firm of Wilson Elser Moskowitz Edelman & Dicker, LLP for Continued Representation in an Outstanding Litigation Matter.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the attached First Amendment to Legal Services Agreement with Wilson Elser Moskowitz Edelman & Dicker LLP to reflect City Council budgeting authorization on an existing litigation matter.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

12.3 Consideration and Approval to Purchase Three (3) 2019 Ford F-150 Trucks.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the purchase of three (3) 2019 Ford F-150 trucks.

Total Cost: $95,000 Account No: 715-67-676-8132
Is the cost of this item budgeted? Yes

12.4 Consideration and Adoption of a Resolution Approving the Recognized Obligation Payment Schedule 19-20 and the Successor Agency Administrative Budget for Fiscal Year 2019-2020.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a resolution approving the Recognized Obligation Payment Schedule ("ROPS") 19-20 and the Successor Agency Administrative Budget for Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020).

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. SA-60

13. PUBLIC HEARINGS:

13.1 Consideration and Approval of a Resolution and First reading of an Uncodified Ordinance for Medicinal-Only Cannabis Cultivation, Manufacturing, and Distribution at 4400 Temple City Boulevard Pursuant to El Monte Municipal Code Chapters 5.18, 17.24, and 17.84

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose questions to staff;
4. Allow members of the public to offer comment;
5. Pose follow up questions to staff;
6. Close the public hearing; and

7. Approve, by motion, (i) a Resolution (Attachment 1) approving Conditional Use Permits Nos. 07-18, 08-18, 09-18, a Mitigated Negative Declaration, and a Mitigation Monitoring, and Reporting Program; and (ii) the introduction and first reading of an Uncodified Ordinance (Attachment 2) approving Development Agreement No. 02-18 with GSC Holding Group, LLC for the operation of medicinal only cannabis cultivation, manufacturing, and, distribution at 4400 Temple City Boulevard by no less than three (3) affirmative votes.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9930

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Resolution of the City Council of the City of El Monte, California Designating the Member of the City Council who Shall Hold the Title of Mayor Pro Tempore.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Solicit nominations from among its membership for the pose of Mayor Pro Tempore;
2. Vote to determine which of the nominees shall be selected as Mayor Pro Tempore; and
3. Approve the attached Resolution designating the Councilmember who has been selected to serve as Mayor Pro Tempore.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9931

14.2 Consideration of a City Council Resolution Approving the December 2018 Amendment to the Parcel 3 Agreement between the City of El Monte and Grapevine Advisors, LLC (El Monte Gateway Project).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution (Attachment 1) approving the December 2018 amendment to the Parcel 3 Agreement between the City of El Monte and Grapevine Advisors, LLC.

Resolution No. 9932

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 A Presentation Regarding the 2019 Greater Los Angeles Homeless Authority Homeless Count Taking Place on Tuesday, January 22, 2019, at the Jack Crippen Senior Center.

16.2 Police Department Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS:

18A. Mayor Quintero

18B. Councilwoman Ancona

18C. Councilwoman Martinez

18D. Councilwoman Morales

18E. Councilman Velasco

19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **January 8, 2019** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

All public meetings and events sponsored or conducted by the City of El Monte are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the office of the City Clerk at (626) 580-2016 at least three (3) working days prior to the event, if possible. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

Posted: December 14, 2018 at 2:45 p.m.

2018 Upcoming Events

DATE	TIME	LOCATION
Saturday, December 15	7:30 a.m.	El Monte Police Department Christmas Basket Giveaway El Monte High School 3048 N.Tyler Avenue, El Monte
Sunday, December 16	1:00 p.m. & 4:00 p.m.	The Nutcracker Ballet El Monte High School Auditorium 3048 N. Tyler Avenue, El Monte
Monday, December 17	5:00 p.m. – 5:30 p.m.	Special City Council Meeting Council Chambers
Tuesday, December 18	6:00 p.m. – 10:00 p.m.	City Council Meeting Closed and Open Session Council Chambers
Wednesday, December 19	5:30 p.m.	Santa Float – Valley Mall
Thursday, December 20	5:30 p.m.	Santa Float - Bonwoods
Monday, December 24	7:00 am to 12:00 p.m.	Christmas Eve City Hall Closing Early
Tuesday, December 25		Christmas Holiday City Hall Closed
Monday, December 31	7:00 am to 12:00 p.m.	New Year's Eve City Hall Closing Early
Tuesday, January 1		New Year's Holiday City Hall Closed
Tuesday, January 8	6:00 p.m. – 10:00 p.m.	City Council Meeting Closed and Open Council Chambers

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P	AFLAC	01268	1078711	11/29/2018	OCT 2018	10/25/2018	AC#AAX41 INV#816289 OCT 2018 LIFE INS. - HR/RM	327.04	
P	AFLAC	01268	1078711	11/29/2018	OCT 2018	10/25/2018	AC#AAX41 INV#816289 OCT 2018 INS.- HR/RM	3,957.74	**4,284.78**
P	BENEFIT ADMINISTRATION CORP	01470	1079096	12/6/2018	6027987-IN	11/21/2018	OCT 2018 FLEX ADMIN FEES	120.00	**120.00**
P	CA PUBLIC EMPLOYEES RETIREMENT	03048	120620181	12/6/2018	DEC 2018	12/5/2018	DEC 2018 MED. FOR RET/ACTIVE MEMBERS	282,365.17	**282,365.17**
P	CHLIC-CHICAGO (CIGNA HEALTH	08371	1078738	11/29/2018	NOV 2018	10/23/2018	INV#2377537 NOV 2018 CIGNA DENTAL - HR/RM	24,285.74	**24,285.74**
P	FIDELITY SECURITY LIFE	10747	1078762	11/29/2018	NOV 2018	10/21/2018	INV#163685537 NOV 2018 EYEMED VISION	3,821.34	**3,821.34**
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001210065	12/6/2018	P/E: 10/31/18	11/8/2018	PENSION PLAN (PERS): PAYMENT	289,602.72	
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001212858	12/6/2018	Ben271449	11/21/2018	PENSION PLAN (PERS): PAYMENT	285,599.21	**575,201.93**
P	UNITED HEALTHCARE INSURANCE	07124	1078849	11/29/2018	JUN 2018	5/16/2018	INV#0045321104 JUN 2018 VISION INSURANCE	166.60	
P	UNITED HEALTHCARE INSURANCE	07124	1078850	11/29/2018	NOV 2018	10/16/2018	INV#0045673716 NOV 2018 VISION INSURANCE	158.44	**325.04**
P	**Payroll Vendor Total**								**890,404.00**
O	FOOTHILL FAMILY SERVICE	11949	1078764	11/29/2018	179186	11/26/2018	REFUND FACILITY DAMAGE DEPOSIT 11/3/18 HEALTH FAI	125.00	**125.00**
O	GIAU V. DO	12276	1079125	12/6/2018	181309	11/21/2018	REFUND COMPLIANCE DEPOSIT 4607 DOREEN AVE - ECON	1,000.00	**1,000.00**
O	GONG	12277	1079127	12/6/2018	177856	11/20/2018	REFUND COMPLIANCE DEPOSIT 12522 MAGNOLIA ST - EC	3,000.00	**3,000.00**
O	HAPPY CUT HAIR SALON	12278	1079132	12/6/2018	181351	11/20/2018	REFUND COMPLIANCE DEPOSIT 3123 FRIENDSWOOD AVE	2,000.00	**2,000.00**
O	JAIME RIZO, ARCHITECTS MSP	12272	1079139	12/6/2018	182519	11/21/2018	REFUND PERMIT FEE PAID IN ERROR 2740 MOUNTAIN VIE	657.00	**657.00**
O	JIMENEZ	12273	1079140	12/6/2018	174785	11/28/2018	REFUND FACILITY DAMAGE DEPOSIT 10/20/18 BIRTHDAY	600.00	**600.00**
O	KIM	12279	1079142	12/6/2018	180343	11/20/2018	REFUND COMPLIANCE DEPOSIT 10679 RANCHITO ST - ECC	1,000.00	**1,000.00**
O	NGO	12280	1079152	12/6/2018	181370	11/20/2018	REFUND COMPLIANCE DEPOSIT 11343 LAMBERT AVE - EC	1,000.00	**1,000.00**
O	NGUYEN	12281	1079153	12/6/2018	180368	11/15/2018	REFUND COMPLIANCE DEPOSIT 11723 MCGIRK AVE - ECO	1,000.00	**1,000.00**
O	PHUNG	12282	1079158	12/6/2018	173146	11/20/2018	REFUND COMPLIANCE DEPOSIT 3113 SAN LEON DR - ECOI	3,000.00	**3,000.00**
O	QUON	12283	1079162	12/6/2018	180366	11/19/2018	REFUND COMPLIANCE DEPOSIT 3318 & 3318 1/2 NEVADA	1,000.00	**1,000.00**
O	SHI	12284	1079174	12/6/2018	178611	11/19/2018	REFUND COMPLIANCE DEPOSIT 11237 SCHMIDT RD #5 - E	1,000.00	**1,000.00**
O	TRAN	07692	1079191	12/6/2018	180324	11/21/2018	REFUND COMPLIANCE DEPOSIT 11414 LAMBERT AVE - EC	2,000.00	**2,000.00**
O	WEN WANG & SANDY WANG	12285	1079196	12/6/2018	177166	11/15/2018	REFUND COMPLIANCE DEPOSIT 2661 STROZIER AVE - ECO	1,000.00	**1,000.00**
O	XIAO	12286	1079198	12/6/2018	181343	11/21/2018	REFUND COMPLIANCE DEPOSIT 12364 POINSETTIA AVE -	1,000.00	**1,000.00**
O	XU	12287	1079199	12/6/2018	181333	11/21/2018	REFUND COMPLIANCE DEPOSIT 4838 ELROVIA AVE #E - EC	1,000.00	**1,000.00**
O	**One Time Vendor Total**								**20,382.00**
R	A & A BOLTLESS RACK & SHELVING	01206	1078708	11/29/2018	6142	11/15/2018	RELOCATE FAST RACK 16 UPRIGHT, 80 BEAMS, WIRE DECI	1,200.00	**1,200.00**
R	ACOSTA	00434	1078858	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	ADER	03216	1078859	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	ADMINSURE INC	01261	1078709	11/29/2018	11542 GL	11/15/2018	DEC 2018 GENERAL LIABILITY CLAIMS ADMINISTRATION -	4,920.00	
R	ADMINSURE INC	01261	1078709	11/29/2018	11542 WC	11/15/2018	DEC 2018 WORKERS' COMPENSATION CLAIMS ADMINISTI	13,747.00	**18,667.00**
R	ADVANCED CHEMICAL TECHNOLOGY	05672	1078710	11/29/2018	869338	10/1/2018	OCT 2018 WATER TREATMENT SERVICES FOR PW	155.00	**155.00**
R	AGUILERA	03308	1078860	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	AGUIRRE	10431	1078861	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	440.29	**440.29**
R	ALAN PALERMO CONSULTING	10411	1079087	12/6/2018	EM004-130	12/3/2018	10/28/18-12/01/18 LAMBERT PARK PROJECT - PARKS/REC	1,500.00	**1,500.00**
R	ALL CITY MANAGEMENT SERVICES	01290	1078712	11/29/2018	57366	10/31/2018	10/1-31/18 CROSSING GUARD SVCS - ENGINEERING	17,573.68	**17,573.68**
R	ALLIED REFRIGERATION INC.	10669	1079088	12/6/2018	732614	10/25/2018	4L350 BELTS, PLEATED FILTERS FOR PW	337.91	
R	ALLIED REFRIGERATION INC.	10669	1079088	12/6/2018	732985	11/5/2018	PLEATED FILTERS FOR PW	288.03	**625.94**
R	ALTA PLANNING + DESIGN	11184	1079089	12/6/2018	00-2016-399-21	11/14/2018	SRVC THRU 10/31/18 EMERALD NECKLACE PROJ MGMT -	15,950.16	**15,950.16**
R	ALTAMIRANO	10635	1078713	11/29/2018	033	11/29/2018	11/01/18 - 11/29/18 STIPEND FOR EMTV 3 PRODUCTION	1,700.00	**1,700.00**
R	ALVA	08000	1078862	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,461.55	**1,461.55**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ALVAREZ, ANTHONY	05577	1078863	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,200.60	**1,200.60**
R	ALVAREZ, ANTONIO	03271	1078864	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.24**
R	ALVAREZ, MANUEL	06560	1079090	12/6/2018	12.4.18	12/4/2018	DELINQUENT BUS. LIC COLLECTION FEE - BUSI LIC	4,569.95	**4,569.95**
R	ANCHETA	03236	1078865	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	ANDREOLI	03260	1078866	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,107.78	**1,107.78**
R	ANGON	11229	1079091	12/6/2018	112918	11/29/2018	NOV 2018 SALSA DANCE CLASS INSTRUCTOR - PARKS/REC	624.00	**624.00**
R	ANKENY	03239	1078867	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,407.00	**1,407.00**
R	ANTONITIS	05580	1078868	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,200.60	**1,200.60**
R	ARELLANO, SARA	03286	1078869	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	531.64	**531.64**
R	ARELLANO, THEODORE	03270	1078870	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	ARMSTRONG, AARON	11671	1078871	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	ARMSTRONG, THOMAS	07045	1078872	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,364.47	**1,364.47**
R	ASSOCIATED CONSTRUCTION SRVCS	11064	1079092	12/6/2018	8.1.18	8/1/2018	CONTINGENCY COSTS FOR MOUNTAIN VIEW PARK IMPRV	4,960.00	**4,960.00**
R	AT & T	01394	1078714	11/29/2018	9391050185-11/18	11/13/2018	BILL PAYER (BAN) 9391050185 INV#12181365	494.01	
R	AT & T	01394	1078715	11/29/2018	9391050143-11/18	11/13/2018	BILL PAYER (BAN) 9391050143 INV#12181346 (PD)	1,288.50	
R	AT & T	01395	1078716	11/29/2018	9391061462-11/18	11/10/2018	BILL PAYER (BAN) 9391061462 INV#12165790 - CITYWIDE	598.54	
R	AT & T	01395	1078717	11/29/2018	12105239	10/27/2018	ACCT#CLAPDELMONTE 09.27-10.26.18 - PD	472.80	
R	AT & T	01395	1078718	11/29/2018	9391026241-11/18	11/13/2018	BILL PAYER (BAN) 9391026241 INV#12181690 (PD)	20.68	
R	AT & T	01395	1079093	12/6/2018	12248094	11/27/2018	ACCT#CLAPDELMONTE 10.27-11.26.18 - PD	475.00	**3,349.53**
R	AT&T	10324	1078719	11/29/2018	287493117-10/18	10/20/2018	AC#287493117 (09/21/18- 10/20/18) SCADA - WATER DIV	84.25	
R	AT&T	10324	1078719	11/29/2018	287493117-09/18	9/20/2018	AC#287493117 (08/21/18- 09/20/18) SCADA - WATER DIV	84.25	**168.50**
R	AT&T MOBILITY	01397	1078720	11/29/2018	143:10.09-11.08.18	11/8/2018	ACCT#828970143 (10/09/18 - 11/08/18) "J" GOMEZ 626-8	103.84	**103.84**
R	AT&T TELECONFERENCE SERVICES	07510	1078721	11/29/2018	811-011167	11/1/2018	AC#43411325-00001 NOV 2018 - CMO	197.01	**197.01**
R	AUGUST JR	03298	1078873	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	129.46	**129.46**
R	AVFUEL CORPORATION	06458	1078722	11/29/2018	1120181750	11/20/2018	AC#ELMON (11/14/18 - 11/20/18 PD AVIATION FUEL)	536.10	
R	AVFUEL CORPORATION	06458	1078723	11/29/2018	1127181345	11/27/2018	AC#ELMON (11/21/18 - 11/27/18 PD AVIATION FUEL)	350.25	
R	AVFUEL CORPORATION	06458	1079094	12/6/2018	1204181751	12/4/2018	AC#ELMON (11/28/18 - 12/04/18 PD AVIATION FUEL)	568.85	**1,455.20**
R	BALLINGER	08690	1078874	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	BANK OF AMERICA	12063	112820181	11/29/2018	OCT 2018	10/3/2018	AC#1191 - TRANSPORTATION DIV. - SARAH Z.	184.79	
R	BANK OF AMERICA	12063	1128201810	11/29/2018	OCT 2018	10/11/2018	AC#3588 - ENGINEERING DIV - LETTY AGUILAR	50.53	
R	BANK OF AMERICA	12063	1128201811	11/29/2018	OCT 2018	10/11/2018	AC#3588 - ENGINEERING DIV. - LETTY AGUILAR	0.51	
R	BANK OF AMERICA	12063	1128201812	11/29/2018	OCT 2018	10/19/2018	AC#3588 - ENGINEERING DIV - LETTY AGUILAR	82.72	
R	BANK OF AMERICA	12063	1128201813	11/29/2018	OCT 2018	10/19/2018	AC#3588 - ENGINEERING DIV - LETTY AGUILAR	89.65	
R	BANK OF AMERICA	12063	1128201814	11/29/2018	OCT 2018	10/24/2018	AC#3588 - ENGINEERING DIV. - LETTY AGUILAR	76.58	
R	BANK OF AMERICA	12063	1128201815	11/29/2018	OCT 2018	10/31/2018	AC#3638 - COMM SVCS DIV. - VICTORIA BURL	255.00	
R	BANK OF AMERICA	12063	112820182	11/29/2018	OCT 2018	10/29/2018	AC#2108 - COMM SVCS DIV. - AMBER SERVIN	139.00	
R	BANK OF AMERICA	12063	112820183	11/29/2018	OCT 2018	10/18/2018	AC#3430 - FINANCE DIV. - ANNE BLAKELEY	73.02	
R	BANK OF AMERICA	12063	112820184	11/29/2018	OCT 2018	10/18/2018	AC#3430 - FINANCE DIV. - ANNE BLAKELEY	91.32	
R	BANK OF AMERICA	12063	112820185	11/29/2018	OCT 2018	10/31/2018	AC#3430 - FINANCE DIV. - ANNE BLAKELEY	1,008.50	
R	BANK OF AMERICA	12063	112820186	11/29/2018	OCT 2018	10/4/2018	AC#3521 - HR - ANGELA MCCRAY	795.00	
R	BANK OF AMERICA	12063	112820187	11/29/2018	OCT 2018	10/16/2018	AC#3521 - HR - ANGELA MCCRAY	37.83	
R	BANK OF AMERICA	12063	112820188	11/29/2018	OCT 2018	10/26/2018	AC#3521 - HR - ANGELA MCCRAY	88.20	
R	BANK OF AMERICA	12063	112820189	11/29/2018	OCT 2018	10/30/2018	AC#3539 - HR - JOHN NGUYEN	96.14	**3,068.79**
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430435	7/27/2018	REPAIRS TO CONDENSER MOTORS- PW	275.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430664	8/17/2018	LEAK CHECK AND REPAIR - PW	4,280.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430662	8/17/2018	INSTALLED CONDENSER COIL - PW	975.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430478	7/27/2018	REPAIRS TO CHILLER AND COMPRESSOR BREAKER - PW	538.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430945	8/31/2018	REPAIRS TO AIR LEAKING AT ACTUATOR VALVES - PW	365.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430667	8/17/2018	REPLACED COMPRESSOR - PW	4,460.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431115	9/21/2018	REPAIRS TO VFW UNIT - PW	1,080.68	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431137	9/21/2018	REPAIRS TO PD UNIT - PW	605.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430437	7/27/2018	REPAIRS TO ICE MACHINE - PW	380.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430557	8/3/2018	REPAIRS TO COOLING TOWERS - PW	4,465.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430480	7/27/2018	REPAIRS TO CONDENSER FAN MOTORS - PW	1,978.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430479	7/27/2018	REPAIRS TO FILTERS - PW	774.25	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431073	9/14/2018	REPAIRS TO REFRIGERANT AND SEALANT - PW	440.25	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431327	10/5/2018	REPAIRS TO LEAK - PW	305.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430665	8/17/2018	INSTALLED CONDENSER COILS, DRIERS - PW	7,465.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431048	9/14/2018	REPAIRS TO CIRCUIT FLATS - PW	2,722.36	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	431034	9/14/2018	REPAIRS TO BOILER - PW	845.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430560	8/3/2018	VOLTAGE CHECK FOR PW	463.00	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430951	8/31/2018	LEAK REPAIR - PW	365.50	
R	BARR ENGINEERING INC	01447	1078724	11/29/2018	430563	8/3/2018	CLEARED DRAIN FOR PW	223.00	**33,008.04**
R	BEACON MEDIA INC.	08350	1079095	12/6/2018	A80407	11/29/2018	ORDINANCE NO. 2938 RUN DATE: 11/29/18 - CTY CLK	498.50	**498.50**
R	BILLINGSLEY	03225	1078875	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	469.78	**469.78**
R	BISHOP COMPANY	01486	1078725	11/29/2018	443323	9/27/2018	SAFETY GLASSES, GLOVES, SAFETY VEST FOR PW	374.79	
R	BISHOP COMPANY	01486	1078725	11/29/2018	443322	9/27/2018	EXOFIT XP FULL BODY HARNESS FOR PW	1,508.77	**1,883.56**
R	BOYDD PRODUCTS INC	09799	1078726	11/29/2018	1110	11/8/2018	CAROTID RESTRAINT INSTRUCTOR COURSE: CHAO / FLORI	1,714.00	**1,714.00**
R	BRINEY	06959	1078727	11/29/2018	EM 2018-20	11/27/2018	11/14-11/27/18 ACCOUNTING SERVICES	5,323.50	**5,323.50**
R	BRINK'S INC	01502	1078728	11/29/2018	2432972	10/31/2018	OCT 2018 ARMORED TRANSPORT SERVICES - TREASURY	46.48	
R	BRINK'S INC	01502	1078728	11/29/2018	10610320	11/1/2018	NOV 2018 ARMORED TRANSPORT SERVICES - TREASURY /	1,503.43	**1,549.91**
R	BROWN, CARL	07047	1078876	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	347.96	**347.96**
R	BROWN, JOLENE	03272	1078877	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	186.46	**186.46**
R	BUEHLER	10166	1078878	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,107.78	**1,107.78**
R	BULLINGTON	03317	1078879	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,461.55	**1,461.55**
R	BUNNELL	03322	1078880	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	BURKHART	03233	1078881	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	874.68	**874.68**
R	BURL, VICTORIA	03018	1079097	12/6/2018	11.23-27.18	11/28/2018	REIMB HOLIDAY HOUSE GARLAND & SANTA GIVEAWAYS -	968.98	**968.98**
R	BURL, VICTORIA - PETTY CASH	11341	1079098	12/6/2018	11.21-28.18	11/26/2018	REIMB PETTY CASH 11/21/18 - 11/28/18 - P&R FACILITIES	111.22	
R	BURL, VICTORIA - PETTY CASH	11341	1079099	12/6/2018	11.27.18	12/3/2018	REIMB PETTY CASH 11/27/18	175.00	**286.22**
R	BURLINGHAM	08881	1078882	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	BUSTILLOS	03200	1078883	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	BYRD INDUSTRIAL ELECTRONICS	08903	1078729	11/29/2018	906-18	9/21/2018	REPLACE MODEM AT LAMBERT PARK - SCADA MAINTENA	531.84	
R	BYRD INDUSTRIAL ELECTRONICS	08903	1078729	11/29/2018	905-18	10/1/2018	SCADA REPAIR LEWIS HOMES L.S. (UTILITIES DIV)	1,582.39	**2,114.23**
R	CAL BLEND SOILS INC	01566	1079100	12/6/2018	65874	10/31/2018	GORILLA HAIR, FINE LEAFPOST FOR PW	602.25	**602.25**
R	CALIFORNIA AMERICAN WATER	01565	1078730	11/29/2018	999601-11/18	11/19/2018	AC#1015-210018999601 (10/18/18 - 11/15/18) 3790 BAL	81.49	
R	CALIFORNIA AMERICAN WATER	01565	1078731	11/29/2018	941916-11/18	11/19/2018	AC#1015-210018941916 (10/18/18 - 11/15/18) 9513 VAL	26.30	**107.79**
R	CALIFORNIA DESIGNS &	01591	1079101	12/6/2018	6804	11/26/2018	NAVY POLOS FOR AQUATICS DIV.	270.00	**270.00**
R	CALPORTLAND COMPANY	05673	1079102	12/6/2018	93955237	11/1/2018	2500 PSI 3/8" PUMP MIX FOR PW	982.45	**982.45**
R	CANO, RICHARD	08882	1078884	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,189.90	**1,189.90**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	CANO, RODRIGO	03249	1078885	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	CANO, CHRISTOPHER	01637	1079103	12/6/2018	11.16-20.18	12/4/2018	REIMB LODGING FOR C.N.O.A. 54TH ANNUAL TRNG: SAN I	2,416.80	**2,416.80**
R	CARLSON	05121	1078886	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,278.74	**1,278.74**
R	CARRILLO'S LAWN MOWER SHOP	12002	1078732	11/29/2018	140	9/25/2018	HONDA ENGINE GX120 FOR PW	762.10	
R	CARRILLO'S LAWN MOWER SHOP	12002	1078732	11/29/2018	146	10/9/2018	TMC HEDGE TRIMMER PARTS FOR PW	89.06	
R	CARRILLO'S LAWN MOWER SHOP	12002	1079104	12/6/2018	156	11/7/2018	HEDGE TRIMMER STARTER ASSEMBLY FOR PW	88.66	
R	CARRILLO'S LAWN MOWER SHOP	12002	1079104	12/6/2018	157	11/8/2018	PRUNER FOR PW	210.20	**1,150.02**
R	CARTER	01654	1078887	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,250.22	**1,250.22**
R	CASSETTA	11053	1078888	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,600.68	**1,600.68**
R	CASTRUITA	03202	1078889	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	557.90	**557.90**
R	CAZARES	11414	1078733	11/29/2018	108	12/1/2018	DEC 2018 EVENT COORDINATOR - DEMBA	3,750.00	**3,750.00**
R	CDCE INCORPORATED	05855	1078734	11/29/2018	134527	10/11/2018	UNIV. TELESCOPING COMPUTER BASE SIDE MOUNT FOR F	1,365.21	**1,365.21**
R	CDW GOVERNMENT INC	01541	1078735	11/29/2018	PWV0691	11/7/2018	FREIGHT TO REPAIR ACER LCD - PD	10.58	
R	CDW GOVERNMENT INC	01541	1078735	11/29/2018	PTW2516	10/30/2018	ACER 31.5 INCH DISPLAY MONITOR - PD	220.93	
R	CDW GOVERNMENT INC	01541	1078736	11/29/2018	PXC4494	11/7/2018	SAM SD850 32IN WQHD HDMI DP DVI-D FOR NEIGHBORH	335.05	
R	CDW GOVERNMENT INC	01541	1078736	11/29/2018	PXJ0496	11/8/2018	APPLE LIGHTNING DIGITAL AV ADAPT FOR NEIGHBORHOC	69.51	
R	CDW GOVERNMENT INC	01541	1079105	12/6/2018	PXT1084	11/9/2018	MS GSA OFFICE STD 2019 - SR CTR	556.78	
R	CDW GOVERNMENT INC	01541	1079106	12/6/2018	PQC1909	10/16/2018	MS SLD+ SQLSVRSTD & SQLCAL 2017 - SQL SERVER FOR SE	1,395.20	**2,588.05**
R	CHAN	11670	1078890	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	CHANDRA	01678	1078737	11/29/2018	11.11-14.18	11/20/2018	REIMB AIRFARE, PER DIEM & SHUTTLE SRVC: SALT LAKE C	416.14	**416.14**
R	CHAVEZ	11931	1078891	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158568	10/31/2018	CITY UNIFORM SVCS FOR PW	78.18	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156588	10/24/2018	CITY UNIFORM SVCS FOR PW	48.68	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158565	10/31/2018	CITY UNIFORM SVCS FOR PW	20.53	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156589	10/24/2018	CITY UNIFORM SVCS FOR PW	89.57	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158569	10/31/2018	CITY UNIFORM SVCS FOR PW	56.86	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156590	10/24/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158567	10/31/2018	CITY UNIFORM SVCS FOR PW	349.76	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156586	10/24/2018	CITY UNIFORM SVCS FOR PW	77.17	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158570	10/31/2018	CITY UNIFORM SVCS FOR PW	33.92	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156585	10/24/2018	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693156587	10/24/2018	CITY UNIFORM SVCS FOR PW	341.00	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158566	10/31/2018	CITY UNIFORM SVCS FOR PW	57.97	
R	CINTAS CORPORATION	12094	1078739	11/29/2018	693158571	10/31/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	09294	1079107	12/6/2018	8403832531	9/28/2018	FIRST AID SUPPLIES FOR PD	927.49	
R	CINTAS CORPORATION	09294	1079107	12/6/2018	8403661970	5/18/2018	FIRST AID SUPPLIES FOR PD	46.59	
R	CINTAS CORPORATION	09294	1079107	12/6/2018	8403699279	6/15/2018	FIRST AID SUPPLIES FOR PD	480.41	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693136674	8/15/2018	CITY UNIFORM SVCS FOR PW	32.52	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693144629	9/12/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693138679	8/22/2018	CITY UNIFORM SVCS FOR PW	32.52	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693146625	9/19/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693134672	8/8/2018	CITY UNIFORM SVCS FOR PW	32.52	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693142648	9/5/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693142647	9/5/2018	CITY UNIFORM SVCS FOR PW	27.54	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693144628	9/12/2018	CITY UNIFORM SVCS FOR PW	27.54	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693136675	8/15/2018	CITY UNIFORM SVCS FOR PW	26.78	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693132674	8/1/2018	CITY UNIFORM SVCS FOR PW	32.52	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693140676	8/29/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693140675	8/29/2018	CITY UNIFORM SVCS FOR PW	27.54	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693134673	8/8/2018	CITY UNIFORM SVCS FOR PW	26.78	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693132675	8/1/2018	CITY UNIFORM SVCS FOR PW	26.78	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693146624	9/19/2018	CITY UNIFORM SVCS FOR PW	27.54	
R	CINTAS CORPORATION	12094	1079108	12/6/2018	693138680	8/22/2018	CITY UNIFORM SVCS FOR PW	26.78	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160565	11/7/2018	CITY UNIFORM SVCS FOR PW	32.52	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160562	11/7/2018	CITY UNIFORM SVCS FOR PW	337.71	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160566	11/7/2018	CITY UNIFORM SVCS FOR PW	31.76	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160560	11/7/2018	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160561	10/7/2018	CITY UNIFORM SVCS FOR PW	57.97	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160563	11/7/2018	CITY UNIFORM SVCS FOR PW	13.93	
R	CINTAS CORPORATION	12094	1079109	12/6/2018	693160564	11/7/2018	CITY UNIFORM SVCS FOR PW	56.86	
R	CINTAS CORPORATION	12094	1079110	12/6/2018	693162045	11/13/2018	TOWELS AND MATS FOR PD	125.79	
R	CINTAS CORPORATION	12094	1079110	12/6/2018	693164058	11/20/2018	TOWELS AND MATS FOR PD	125.79	
R	CINTAS CORPORATION	12094	1079110	12/6/2018	693166087	11/27/2018	TOWELS AND MATS FOR PD	125.97	**4,079.35**
R	CITY OF EL MONTE - WORKERS	01238	120620182	12/6/2018	NOV 2018	12/5/2018	NOV 2018 BOOK TRANSFER TO PREFUND THE WORKER'S (	23,822.25	**23,822.25**
R	CITY OF WEST COVINA	03863	1079111	12/6/2018	014244	7/9/2018	FY 2018-2019 CAD/RMS ANNUAL MAINTENANCE FEES - P	8,000.00	**8,000.00**
R	CLASSIC CUSTOM TINT	01709	1078740	11/29/2018	20766	11/26/2018	TINT SERVICES FOR PD VEH. UNIT #286	50.00	
R	CLASSIC CUSTOM TINT	01709	1078740	11/29/2018	20756	11/21/2018	TINT SERVICES FOR PD VEH. UNIT #9	50.00	**100.00**
R	CLAYTON	03227	1078892	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	612.97	**612.97**
R	COBIAN, ROGELIO	10197	1078741	11/29/2018	SEP 2018	11/21/2018	P.O.S.T. SETTLEMENT FOR SEP 2018	101.76	**101.76**
R	COBIAN, MANUELA	03267	1078893	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	COLEMAN	03234	1078894	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	COLLARI, FAITH	03320	1078895	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	602.70	**602.70**
R	COLLARI, JOHN	03235	1078896	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	437.55	**437.55**
R	COLVIN	07382	1079112	12/6/2018	120618	11/29/2018	SAX PERFORMANCE FOR CITY EVENT 12/6/18	300.00	**300.00**
R	COMMAND SOLUTIONS LLC	12289	1079113	12/6/2018	539	5/2/2018	ANNUAL HOSTING FEE - PD COMMUNITY DASHBOARD	800.00	**800.00**
R	COMMERCIAL LANDSCAPE SUPPLY	01728	1079114	12/6/2018	203969	9/17/2018	UNLINED LEATHER GLOVES, SAFETY GLASSES FOR PW	2,271.39	**2,271.39**
R	COMMUNITY PARTNERS EL MONTE	11580	1079115	12/6/2018	SPONSORSHIP	12/5/2018	SPONSORSHIP OF A TABLE FOR ANNUAL TAMALADA DINN	2,500.00	**2,500.00**
R	COMMUNITY PARTNERS FBO EL	11015	1078857	12/3/2018	DONATION	12/3/2018	FAMILY CRISIS ASSISTANCE DONATION	1,000.00	**1,000.00**
R	CONFIDENTIAL DATA DESTRUCTION	11989	1078742	11/29/2018	42260	11/14/2018	NOV 2018 CONFIDENTIAL SHREDDING SRVC - HR/RM	50.00	**50.00**
R	CRIPPEN	03181	1078897	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	212.97	**212.97**
R	CUDAHY	03220	1078898	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	DAHL	03248	1078899	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	DARROW	01813	1078900	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	DAVE'S TROPHIES	01819	1078743	11/29/2018	54428	11/8/2018	TILE PLAQUE FOR NORMA MACIAS - CMO	20.35	
R	DAVE'S TROPHIES	01819	1079116	12/6/2018	54467	11/23/2018	TILE PLAQUES FOR JUVENTINO J GOMEZ & NORMA MACI/	30.53	
R	DAVE'S TROPHIES	01819	1079116	12/6/2018	54506	12/4/2018	TILE PLAQUES FOR BRYAN URIAS - CMO	20.35	
R	DAVE'S TROPHIES	01819	1079117	12/6/2018	54399	11/5/2018	PLAQUE FOR JASMIN ZAVALA - PD	35.20	**106.43**
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430376	10/19/2018	09/02-09/29/18 PLAN CHECK 12336 FINEVIEW ST - ENGIN	616.00	
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430337	10/19/2018	09/02-09/29/18 GRADING PLAN CHECK 12227 ELLIOTT AV	756.40	
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430335	10/19/2018	09/02-09/29/18 PLAN CHECK REVIEW 11645 WOODVILLE	616.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430336	10/19/2018	09/02-09/29/18 LEGAL DECRIPTION REVIEW 4378 SANTA	131.40	
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430339	10/19/2018	09/02-09/29/18 PLAN CHECK PROPOSAL 11536 FOREST G	874.40	
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430329	10/19/2018	09/02-09/29/18 PLAN CHECK REVIEW 2539 PARKWAY DR	366.27	
R	DAVID EVANS & ASSOC., INC.	06784	1078744	11/29/2018	430331	10/19/2018	09/02-09/29/18 PLAN CHECK REVIEW 11751 CHERRYLEE I	483.60	**3,844.07**
R	DE LA FUENTE	04392	1078901	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	DE LONG UNLIMITED	11415	1079118	12/6/2018	17-22868	10/2/2018	8.5 X 14 FULL COLOR CHILDRENS DAY PARADE FLYER	2,347.68	
R	DE LONG UNLIMITED	11415	1079118	12/6/2018	17-22940	10/18/2018	CHILDRENS DAY PARADE TROLLEY BANNERS & MAGNETS	710.66	
R	DE LONG UNLIMITED	11415	1079118	12/6/2018	17-22930	10/12/2018	CHILDRENS DAY PARADE TEE SHIRTS	262.80	**3,321.14**
R	DEL REAL	01830	1078745	11/29/2018	11.28.18	11/28/2018	TO PURCHASE TOYS FOR SANTA FLOAT	1,000.00	**1,000.00**
R	DELL MARKETING LP C/O DELL USA	01832	1078746	11/29/2018	10272133757	10/13/2018	OPTIPLEX 3060 MT XCTO - COUNCIL COMPUTER	998.46	
R	DELL MARKETING LP C/O DELL USA	01832	1078747	11/29/2018	10276052297	11/4/2018	OPTIPLEX 3060 SFF XCTO - 2 COMPUTERS SECURITY CAMI	2,423.02	
R	DELL MARKETING LP C/O DELL USA	01832	1078747	11/29/2018	10277268034	11/10/2018	DELL ULTRASHARP 24 INCH MONITOR - PD	256.12	**3,677.60**
R	DEMERJIAN	09296	1078902	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,461.55	**1,461.55**
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1078748	11/29/2018	36429	11/9/2018	OCT 2018 RE: EL ROVIA MANDATE - CITY ATTORNEY	4,803.55	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1078748	11/29/2018	36430	11/9/2018	OCT 2018 RE: CROWN CITY PLATING - CITY ATTORNEY	637.50	**5,441.05**
R	DEPARTMENT OF ANIMAL CARE AND	01763	1078749	11/29/2018	OCT 2018	11/15/2018	KENNEL SERVICES FOR OCT 2018 - ECON DEV DIV.	26,006.04	**26,006.04**
R	DEPARTMENT OF CORONER	11981	1079119	12/6/2018	19ME0082	11/19/2018	AUG 2018 AUTOPSY REPORT - PD	60.00	**60.00**
R	DEPARTMENT OF JUSTICE	01841	1078750	11/29/2018	336747	11/5/2018	OCT 2018 FINGERPRINT APPS FOR HR	416.00	**416.00**
R	DESIGN WORKSHOP, INC.	11945	1078751	11/29/2018	60419	10/18/2018	SEP 2018 PARKS OPEN SPACE MASTER PLAN - ENGINEERII	12,173.50	
R	DESIGN WORKSHOP, INC.	11945	1078751	11/29/2018	60615	11/12/2018	OCT 2018 PARKS OPEN SPACE MASTER PLAN - ENGINEERI	13,801.00	**25,974.50**
R	DOMINGUEZ	06471	1078903	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	DOYLE	03195	1078904	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	41.00	**41.00**
R	DREAM BUILDERS CO.	11768	1078753	11/29/2018	4-RET	10/4/2018	RELEASE RETENTION RESIDENTIAL DWELLING REHAB PRJ :	7,732.45	**7,732.45**
R	DUNN-EDWARDS CORP	04008	1079120	12/6/2018	2137312538	10/19/2018	PAINT FOR PW	217.32	
R	DUNN-EDWARDS CORP	04008	1079120	12/6/2018	2163076218	11/5/2018	PAINT, SHERLOCK POLE, ABRASIVE PAD, COVER FOR PW	556.92	
R	DUNN-EDWARDS CORP	04008	1079120	12/6/2018	2163075613	10/22/2018	PAINT, ROLLER, FRAME, BUCKET, ABRASIVE PAD FOR PW	1,794.97	
R	DUNN-EDWARDS CORP	04008	1079120	12/6/2018	2137312539	10/19/2018	WIRE FRAME, BUCKET, ROLLER, BRUSH, LINER FOR PW	48.35	
R	DUNN-EDWARDS CORP	04008	1079120	12/6/2018	2137312697	10/22/2018	BASE PAINT FOR PW	216.57	**2,834.13**
R	DURAN	06362	1078905	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	ECKLER	03221	1078906	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	614.68	**614.68**
R	ELKIN JR	03321	1078907	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,211.66	**1,211.66**
R	ELLIS	03304	1078908	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	EMERGENCY RESPONSE CRIME SCENE	01982	1078754	11/29/2018	T2018-972	11/15/2018	PATROL VEH. CLEAN-UP UNIT #16 FOR PD	250.00	**250.00**
R	EMPIRE CLEANING SUPPLY	01984	1078755	11/29/2018	1071457	10/11/2018	JANITORIAL SUPPLIES FOR PW	524.50	
R	EMPIRE CLEANING SUPPLY	01984	1078755	11/29/2018	1072515	10/17/2018	CITY PARK AND FACILITY JANITORIAL	7,696.08	
R	EMPIRE CLEANING SUPPLY	01984	1078755	11/29/2018	1072864	10/18/2018	CAUTION TAPE FOR PW	236.94	
R	EMPIRE CLEANING SUPPLY	01984	1078755	11/29/2018	1073929	10/24/2018	CITY PARK AND FACILITY JANITORIAL	9,532.69	
R	EMPIRE CLEANING SUPPLY	01984	1078756	11/29/2018	1069120	10/2/2018	SPINDLE, METERED AERO DISPENSER FOR PW	83.91	
R	EMPIRE CLEANING SUPPLY	01984	1079121	12/6/2018	1074281	10/25/2018	CITY PARK AND FACILITY JANITORIAL	5,556.94	**23,631.06**
R	ENRIQUEZ	01992	1078757	11/29/2018	SEP 2018	11/21/2018	P.O.S.T. SETTLEMENT FOR SEP 2018	52.80	**52.80**
R	EPOWER NETWORK, LA, LP	11569	1079122	12/6/2018	27147	10/31/2018	REMOVE EXISTING UPS MAINT. BYPASS, TROUBLE SHOOT	2,469.24	**2,469.24**
R	ESPINOSA	04386	1078909	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	EUGENIO	09966	1078910	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	EVERETT	03223	1078911	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	499.68	**499.68**
R	EZ EMBROIDERY	02009	1078759	11/29/2018	EMPD-1001	11/20/2018	800 QTY TOTES FOR X-MAS BASKET GIVEAWAY - PD	1,163.70	**1,163.70**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	FEDEX	02026	1078760	11/29/2018	6-365-02559	11/9/2018	COURIER SVCS FOR HR	25.51	
R	FEDEX	02029	1079123	12/6/2018	6-371-56891	11/16/2018	COURIER SVCS FOR ENGINEERING DIV.	139.01	
R	FEDEX	02029	1079123	12/6/2018	6-364-40491	11/9/2018	COURIER SVCS FOR ENGINEERING DIV.	128.55	**293.07**
R	FENTRESS	03245	1078912	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	FERGUSON, PRAET & SHERMAN	06986	1078761	11/29/2018	22419	11/12/2018	10/8-9/18 LEGAL SRVCS: PEOPLE VS. VILLA - PD	1,036.00	**1,036.00**
R	FETNER	05123	1078913	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,640.26	**1,640.26**
R	FIRE SERVICE CORP.	12004	1078763	11/29/2018	48M 777330	6/1/2018	AUTOMATIC FIRE SPRINKLER SYSTEM- ANNUAL TEST - PD	250.00	**250.00**
R	FISCHER	02048	1078914	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	487.39	**487.39**
R	FISHER	03306	1078915	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	826.04	**826.04**
R	FISK	03247	1078916	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	FLETCHER	03201	1078917	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	FLORES	05255	1078918	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	FONSECA	06361	1078919	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	FOURR	12000	1078920	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	FRANKCO FINE UPHOLSTERY	04927	1078765	11/29/2018	17523	11/21/2018	REPAIR BUCKET SEAT FOR PD VEH UNIT #25	175.00	
R	FRANKCO FINE UPHOLSTERY	04927	1078765	11/29/2018	17517	11/19/2018	RECOVER BUCKET SEAT FOR PD VEH. UNIT #25	335.45	**510.45**
R	FRASER	11932	1078921	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,480.01	**1,480.01**
R	FRONTIER	10610	1078766	11/29/2018	2091510457-10/18	10/19/2018	AC#209-151-0457-021898-5 (09/19/18-11/18/18) - PD	288.79	
R	FRONTIER	10610	1078766	11/29/2018	2091510457-11/18	11/19/2018	AC#209-151-0457-021898-5 (11/19/18-12/18/18) - PD	148.91	**437.70**
R	FRY	10726	1078922	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,461.55	**1,461.55**
R	FULLINGTON	03250	1078923	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	767.68	**767.68**
R	GALINDO	10577	1078924	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	404.15	**404.15**
R	GALLARDO	03207	1078925	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	GARNER	03279	1078926	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	134.00	**134.00**
R	GARVEY EQUIPMENT COMPANY	07593	1079124	12/6/2018	114373	9/27/2018	CHAINSAW, CHAIN, CHAIN LOOP, FORESTRY HELMET FOR	1,735.61	
R	GARVEY EQUIPMENT COMPANY	07593	1079124	12/6/2018	114087	9/17/2018	HEDGE TRIMMER, POLE PRUNER, TRIMMER LINE, RESPIRA	1,387.98	**3,123.59**
R	GEE	03287	1078927	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	GEORGE, LESLIE E	03212	1078928	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	GEORGE, RICKIE D	10974	1078929	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,093.58	**1,093.58**
R	GERONIMO	02137	1078930	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	GIBBONEY	03280	1078931	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	GLASS	05578	1078932	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	GLOBALSTAR USA	02154	1079126	12/6/2018	1000000009873478	11/16/2018	ACCT#1.10029228 SATELLITE PHONE BILL - PD	574.98	**574.98**
R	GLUSKOTER	08277	1078933	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	GMS ELEVATOR SERVICES INC	02090	1078767	11/29/2018	93982	10/1/2018	SERVICE BILLING (1) ELEVATOR - AQUATIC CTR - PW	124.00	**124.00**
R	GNA-BROOK FIRE PROTECTION INC	08980	1078768	11/29/2018	30036136	9/5/2018	SEMI ANNUAL PYRO PCC #70 DRY SVC & CERT. OF FIRE SU	605.00	**605.00**
R	GONDEK	08689	1078934	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,205.59	**1,205.59**
R	GONZALES	08691	1078935	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	404.96	**404.96**
R	GOODWIN	10578	1078936	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,434.23	**1,434.23**
R	GRANICUS INC	02185	1079128	12/6/2018	106110	12/1/2018	DEC 2018 GOV'T TRANSPARENCY SUITE - CITY CLERK	685.00	
R	GRANICUS INC	02185	1079128	12/6/2018	106087	12/1/2018	DEC 2018 MEETING EFFEICIENCY SUITE - CITY CLRKS	575.00	**1,260.00**
R	GREER	03231	1078937	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	127.27	**127.27**
R	GROSSO	02199	1078938	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	GUADARRAMA	02202	1078771	11/29/2018	SEP 2018	11/21/2018	P.O.S.T. SETTLEMENT FOR SEP 2018	119.58	**119.58**
R	GUS SIGNS	02205	1079130	12/6/2018	1565	8/26/2018	MILITARY CITY BANNERS WITH VINYL GRAPHICS LETTERS	387.50	**387.50**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	GUTIERREZ	02210	1079131	12/6/2018	11.11-15.18	12/4/2018	REIMB AIRPORT PARKING & UBER SRVC: SALT LAKE CITY -	92.49	**92.49**
R	GUZMAN, ALEX	03310	1078939	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	429.78	**429.78**
R	GUZMAN, DAVID	04478	1078940	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	HAGER, IRENE	03229	1078941	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	139.61	**139.61**
R	HAGER, STEPHEN	03316	1078942	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	HAIDET	03300	1078943	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	HALE	04540	1078944	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	290.34	**290.34**
R	HAMILTON	11677	1078772	11/29/2018	11.08.18	11/26/2018	REIMBURSE PETTY CASH 11/08/18 - CITY COUNCIL'S OFFI	204.40	**204.40**
R	HANS BODY SHOP	10042	1078773	11/29/2018	N325099	11/15/2018	REPAIRS TO PD VEH #17 VIN#GA35266 - PD	3,800.19	**3,800.19**
R	HARDY & HARPER, INC.	11929	1079133	12/6/2018	21053-RET	11/27/2018	RELEASE RETENTION HELD ON INV #44827 FOR HANDICAI	2,895.00	**2,895.00**
R	HAWKINSON	03268	1078945	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	HAYES	03242	1078946	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	HELLEIN	07060	1078947	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	HERNANDEZ, JESSE	04541	1078948	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	HERNANDEZ, SANTOS	09967	1078949	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	HERNANDEZ, VICTOR	02263	1078950	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	HI STANDARD AUTOMOTIVE, LLC.	11317	1078774	11/29/2018	24589	11/2/2018	OUTFIT FORD INTERCEPTORS - PATROL	13,748.06	**13,748.06**
R	HIGA	08331	1078951	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	HIGHLAND COMMERCIAL ROOFING	11683	1079134	12/6/2018	18-130*02Ret	11/27/2018	RELEASE RETENTION HELD ON INV #18-130*02 - PD ADMI	1,032.04	
R	HIGHLAND COMMERCIAL ROOFING	11683	1079134	12/6/2018	18-205*03Ret	11/27/2018	RELEASE RETENTION HELD ON INV #18-205*03 - VFW RO(	1,466.84	
R	HIGHLAND COMMERCIAL ROOFING	11683	1079134	12/6/2018	18-205*01Ret	11/27/2018	RELEASE RETENTION HELD ON INV #18-205*01 - VFW RO(	3,300.39	
R	HIGHLAND COMMERCIAL ROOFING	11683	1079134	12/6/2018	18-130*03Ret	11/27/2018	RELEASE RETENTION HELD ON INV #18-130*03 - PD ADMI	589.74	
R	HIGHLAND COMMERCIAL ROOFING	11683	1079134	12/6/2018	18-205*02Ret	11/27/2018	RELEASE RETENTION HELD ON INV #18-205*02 - VFW RO(	2,566.97	**8,955.98**
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1023977	10/9/2018	FOB 3/8" MAX PG 64-10 - PW	173.83	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1023672	10/8/2018	FOB SCHOOL MIX FOR PW	91.71	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1024764	10/11/2018	FOB 3/8" MAX PG 64-10 - PW	173.83	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1026683	10/19/2018	FOB SHEET MIX FOR PW	91.71	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1025487	10/15/2018	FOB 3/8" MAX PG 64-10 - PW	171.37	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1024440	10/10/2018	FOB 3/8" MAX PG 64-10 - PW	90.89	
R	HOLLIDAY ROCK CO INC	02282	1078775	11/29/2018	1023129	10/4/2018	FOB SCHOOL MIX FOR PW	91.71	
R	HOLLIDAY ROCK CO INC	02282	1078776	11/29/2018	1012635	8/21/2018	FOB SCHOOL MIX FOR PW	90.89	
R	HOLLIDAY ROCK CO INC	02282	1078776	11/29/2018	1012340	8/20/2018	FOB SCHOOL MIX FOR PW	91.71	
R	HOLLIDAY ROCK CO INC	02282	1078776	11/29/2018	1011687	8/16/2018	FOB SCHOOL MIX FOR PW	172.19	
R	HOLLIDAY ROCK CO INC	02282	1078776	11/29/2018	1009897	8/9/2018	FOB SHEET MEX FOR PW	345.20	
R	HOLLIDAY ROCK CO INC	02282	1079135	12/6/2018	1030927	11/6/2018	FOB COLD MIX SC800 FOR PW	201.92	**1,786.96**
R	HOPKINS	02290	1078952	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	480.29	**480.29**
R	HPC COMPUTERS USA INC	11009	1078779	11/29/2018	26909	9/19/2018	HP COLOR LASERJET ENTERPRISE PRINTER - ENGINEERING	95.00	**95.00**
R	HUB INTERNATIONAL INSURANCE	04548	1078780	11/29/2018	OCT 2018	10/31/2018	CERT OF INS COMM CTR RNTL OCT 2018	130.10	**130.10**
R	HUBBELL	03167	1078953	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	499.68	**499.68**
R	HUERTAS	04475	1078954	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	HUNT	03259	1078955	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	HUTSELL	07048	1078956	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	440.29	**440.29**
R	INDUSTRIAL PIPE & STEEL CO	02334	1078781	11/29/2018	251365	9/4/2018	ROUND TUBE REM, CUTTING CHARGE, STEEL REM SHEET	23.32	**23.32**
R	IRWINDALE INDUSTRIAL CLINIC	02377	1078782	11/29/2018	2146-842018	10/31/2018	EXAMS PER HR	955.00	**955.00**
R	ISHIGAKI	03284	1078957	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	74.38	**74.38**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	J & A FENCE	09344	1078783	11/29/2018	977	10/22/2018	INSTALL 20" WIDE CONTROL DBL GATE- PW	1,995.00	**1,995.00**
R	JARAMILLO	11057	1078958	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	JENKINS, JACK	11054	1078959	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	JENKINS, THOMAS	05787	1078960	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	JESKE	03289	1078961	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	499.68	**499.68**
R	JIMENEZ	02399	1078962	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	JOHANSON	03254	1078963	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,214.46	**1,214.46**
R	JOHNSON	04839	1078964	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	499.68	**499.68**
R	JOHNSTON	03238	1078965	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	KARCH	11657	1078966	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	443.66	**443.66**
R	KELLEY	03261	1078967	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	KENNY	03206	1078968	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	KEYSTONE UNIFORM DEPOT DBA	02436	1079141	12/6/2018	066190	11/8/2018	PANTS FOR PD	175.09	**175.09**
R	KING'S DISCOUNT BRAKE & TIRE	08747	1078784	11/29/2018	W-1383132	10/23/2018	MAXTOUR ALL SEASON GT RADIAL TIRES FOR PW VEH #16	123.84	
R	KING'S DISCOUNT BRAKE & TIRE	08747	1078784	11/29/2018	W-1380203	10/15/2018	MAXTOUR ALL SEASON GT RADIAL TIRES FOR PW VEH #EI	178.07	
R	KING'S DISCOUNT BRAKE & TIRE	08747	1078784	11/29/2018	W-1380204	10/15/2018	TRANSFORCE HT BW E 10 PLY FIRESTONE TIRES FOR PW V	1,115.40	**1,417.31**
R	KLEMS	03285	1078969	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	KOA CORPORATION	11944	1078785	11/29/2018	JB8P004-3	11/6/2018	OCT 2018 SYSTEMIC SAFETY ANALYSIS REPORT CIP 009 - E	13,780.00	**13,780.00**
R	KRIGBAUM	03294	1078970	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,093.58	**1,093.58**
R	KRONOS INCORPORATED	08976	1079143	12/6/2018	11385596	11/15/2018	11/15/18 ASSISTANCE WITH UPGRADING TO 7.0.16 - I.T.	250.00	**250.00**
R	KULM	04838	1078971	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	LAI	12274	1079144	12/6/2018	SWIM COACH MEMBRSHP	11/28/2018	REIMBURSE USA SWIM COACH MEMBERSHIP - P&R	68.00	**68.00**
R	LANGAN	03232	1078972	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,480.01	**1,480.01**
R	LARRIVA	11055	1078973	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	480.29	**480.29**
R	LARSEN	02488	1078974	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	LAST	05991	1078975	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	LAZZARINI	03290	1078976	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	300.34	**300.34**
R	LEBLANC	04387	1078977	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	99.61	**99.61**
R	LEGERE	03318	1078978	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	LEONARD	03303	1078979	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	826.04	**826.04**
R	LI	02519	1079145	12/6/2018	12318	12/3/2018	NOV 2018 DIVE TEAM INSTRUCTOR - PARKS/REC DIV.	409.50	**409.50**
R	LINN	08259	1078980	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	477.55	**477.55**
R	LOPEZ, CARLOS	04760	1078981	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	LOPEZ, FRANK	11933	1078982	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	LOPEZ, ROBERT	03251	1078983	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	LOS ANGELES COUNTY ASSESSOR	11650	1078786	11/29/2018	PARCEL LIST	11/26/2018	LIST OF LA COUNTY-OWNED LAND WITHIN CITY OF EL MC	64.00	**64.00**
R	LOS ANGELES COUNTY REGIONAL	11088	1079146	12/6/2018	1.7-9.19	12/4/2018	UNMANNED AIRCRAFT COURSE: SAENZ / BALZANO - PD	1,790.00	**1,790.00**
R	LOS ANGELES COUNTY SHERIFF'S	02580	1079147	12/6/2018	191663VL	11/20/2018	OCT 2018 PRISONER MAINT. - PD	674.23	
R	LOS ANGELES COUNTY SHERIFF'S	02580	1079148	12/6/2018	190794VL	9/24/2018	AUG 2018 PRISONER MAINT. - PD	424.25	**1,098.48**
R	LOS ANGELES TIMES	06200	1078787	11/29/2018	11.15.18	11/15/2018	ACCT#100069632660 SUBSCRIPTION THROUGH 02/14/19	76.94	**76.94**
R	LOVELACE	04480	1078984	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	LOWRY	03315	1078788	11/29/2018	2018 - PPE 10/13/18	11/27/2018	2018 THRU PPE 10/13/18 RETIREE MEDICARE REIMBURSE	3,739.49	**3,739.49**
R	LUJAN	06507	1078985	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	424.22	**424.22**
R	MACHLIS	05256	1078986	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	MACKINTOSH	03226	1078987	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	317.34	**317.34**

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R	MAGANA	03266	1078988	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	370.84	**370.84**
R	MALONE	04390	1078989	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	MARIN	09312	1078990	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,480.01	**1,480.01**
R	MARKEY	03171	1078991	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	MARRUJO	04389	1078992	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	MASTERSON	03168	1078993	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	453.45	**453.45**
R	MATTHEW BENDER & CO INC	01464	1079149	12/6/2018	06548423	11/12/2018	CA PARKERS EVIDENCE 2018 ADV LEG FOR CITY ATTY OFFI	21.63	**21.63**
R	MATTHEWS	03277	1078994	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	826.04	**826.04**
R	MEDICO PROFESSIONAL LINEN	12057	1078789	11/29/2018	2294009	11/21/2018	LINEN SERVICE FOR PD	133.40	
R	MEDICO PROFESSIONAL LINEN	12057	1078789	11/29/2018	2290270	11/15/2018	LINEN SERVICE FOR PD	133.40	**266.80**
R	MEDINA	03282	1078995	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	MEHTA	03273	1078996	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	MENART	10334	1078997	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	480.29	**480.29**
R	MENDEZ	12001	1078998	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	MENDOZA	08001	1078999	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	METOYER	11697	1079000	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	MILLER	03314	1079001	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	MIRACLE PLAYGROUND SALES INC.	12060	1078790	11/29/2018	22188	10/16/2018	SPLASH PAD PARTS FOR PW	6,936.59	**6,936.59**
R	MIRELES, JUAN	03255	1079002	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,718.20	**1,718.20**
R	MIRELES, PETER JR.	03191	1079003	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	MITCHELL	03274	1079004	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	MIXED COMPANY	12288	1079150	12/6/2018	CONTRACT #7211	12/5/2018	CAROLERS PERFORMANCE AT OATH OF OFFICE RECEPTIOI	1,200.00	**1,200.00**
R	MOORE IACOFANO GOLTSMAN INC	02740	1078791	11/29/2018	0055998	11/16/2018	SEPT - OCT 2018 LAMBERT PARK CONSTRUCTION DRAWIN	8,286.71	**8,286.71**
R	MOORE MEDICAL, LLC	06620	1079151	12/6/2018	83685582	11/20/2018	SHEER SPOT, PLASTIC PATCH, COHESIVE BNDG, GLOVES, T	272.95	**272.95**
R	MORALES	03281	1079005	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	MORAZA	02742	1079006	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	MORRIS	03265	1079007	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	MORRISON MANAGEMENT SPECIALIST	02751	1078792	11/29/2018	OCT 2018	10/31/2018	INV#87042 2018 10 31 01 28 - OCT 2018 FOR PARKS/REC	8,566.25	**8,566.25**
R	MOSELEY	04955	1079008	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	946.81	**946.81**
R	MOY	07049	1079009	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	MULTI W SYSTEMS INC	02764	1078793	11/29/2018	31831302	10/17/2018	NEW PUMPS AT LAMBERT PARK - UTILITIES DIV.	9,000.93	**9,000.93**
R	MUNI TEMPS STAFFING	08252	1078794	11/29/2018	128866	11/16/2018	ERIKA PRESLEY WK ENDING 11/11/18 - TRANSPORTATION	1,295.00	**1,295.00**
R	MUSE	09373	1079010	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	MUSSENDEN	05550	1079011	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,329.44	**1,329.44**
R	NATIONWIDE COST RECOVERY	10698	1078795	11/29/2018	M84-A	11/1/2018	OCT 2018 FORCLOSURE REGISTRATION FEES - ECON DEV I	1,343.20	**1,343.20**
R	NAVIDAD EN EL BARRIO	11568	1078796	11/29/2018	10.31.18	10/31/2018	800 CHRISTMAS BASKET / TURKEY GIVEAWAY	11,615.00	**11,615.00**
R	NEUMEYER	05307	1079012	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	NEW HORIZONS LEARNING GROUP	06397	1078797	11/29/2018	10.10-02.13.19	9/14/2018	OUTLOOK 2010 PART 1 & 2, WORK 2010 PART 2 ONSITE -	8,000.00	**8,000.00**
R	NGUYEN	10586	1078798	11/29/2018	FY 18/19	11/20/2018	FISCAL YEAR 18/19 TUITION REIMBURSEMENT - HR/RM	2,700.00	**2,700.00**
R	NOSOTROS	10881	1079154	12/6/2018	NUTCRACKER BALLET	12/4/2018	FINAL PYMT FOR 12/16/18 NUTCRACKER BALLET PERFORI	10,000.00	**10,000.00**
R	NUNEZ	04516	1079013	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	O'REILLY AUTO PARTS	06671	1078800	11/29/2018	703795	9/28/2018	LATE PAYMENT CHARGE - PW	4.91	**4.91**
R	OGDEN	03192	1079014	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	800.54	**800.54**
R	OLIVA	07050	1079015	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	OLIVER	03169	1079016	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ONWARD ENGINEERING	10756	1078799	11/29/2018	4453	11/9/2018	SRVC THRU 10/31/18 DESIGN FOR DURFEE AVE/RAMONA	1,070.00	**1,070.00**
R	PACHO	10310	1079017	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	487.39	**487.39**
R	PARKHOUSE TIRE INC	02957	1078801	11/29/2018	1010645042	11/20/2018	103W FST FH GTZPURSUIT TIRES FOR PD VEH.	1,165.39	**1,165.39**
R	PAT'S TIRE SERVICE	02962	1078802	11/29/2018	40317	9/10/2018	TIRES FOR PW VEH.#15 CRO	226.40	
R	PAT'S TIRE SERVICE	02962	1079155	12/6/2018	40465	10/1/2018	FLAT REPAIR, BOOT INSTALLED FOR PW VEH.	215.00	**441.40**
R	PAWASARAT	03299	1079018	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	611.94	**611.94**
R	PENNEY	05306	1079019	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	PEREA JR	03244	1079020	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	PEREZ	02977	1079156	12/6/2018	12318	12/3/2018	NOV 2018 AQUA AEROBICS INSTRUCTOR - PARKS/REC DIV	383.50	
R	PEREZ	06357	1079157	12/6/2018	NOV 2018	11/22/2018	NOV 2018 GYMNASTICS INSTRUCTOR - P&R	659.75	**1,043.25**
R	PLUMBERS DEPOT INC	03008	1078803	11/29/2018	PD-39807	10/12/2018	CCTV CAMERA REPAIR - UTILITIES DIV.	2,681.66	
R	PLUMBERS DEPOT INC	03008	1078803	11/29/2018	PD-39789	10/11/2018	CCTV CAMERA REPAIR - UTILITIES DIV.	857.72	**3,539.38**
R	PMW ASSOCIATES	03009	1078804	11/29/2018	12.12.14.18	11/28/2018	POLICE BUDGET ACADEMY: PETER RASIC - PD	393.00	**393.00**
R	POLANCO JR	11056	1079021	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	POPPERWELL	03278	1079022	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	POTIKOM	03292	1079023	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	PREST	07051	1079024	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	408.14	**408.14**
R	PRIETO	03218	1079025	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	PRONTO GYM SERVICES INC	11592	1078805	11/29/2018	27037	11/14/2018	ELLIPTICAL DIAGNOSTIC FOR PARKS/REC DIV.	95.00	
R	PRONTO GYM SERVICES INC	11592	1078805	11/29/2018	6852	11/14/2018	PREV. MAINT. SVCS FOR 12.06.18-12.05.19 - PARKS/REC D	240.00	**335.00**
R	PROVIDENTE	06673	1079026	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	422.12	**422.12**
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	209648	10/18/2018	17,19,18, IN 31 SERIES WIPERS FOR PW VEHS	158.73	
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	209647	10/18/2018	DIMMER SWITCH FOR PW VEH #14	153.33	
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	208755	9/25/2018	FUEL FILTER, ADAPTER, AIR FARM FOR PW VEH #46	304.81	
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	209840	10/24/2018	IGNITION SWITCH FOR PW VEH#168	57.23	
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	208833	9/27/2018	CONTROL ARM, GAS SHOCK FOR PW VEH #164	321.67	
R	QUALITY AUTO SUPPLY	08931	1078806	11/29/2018	209646	10/8/2018	WIPER SWITCH FOR PW VEH #168	82.37	
R	QUALITY AUTO SUPPLY	08931	1079159	12/6/2018	209888	10/25/2018	INT DOOR HANDLE FOR PW VEH #PW34	18.50	
R	QUALITY AUTO SUPPLY	08931	1079159	12/6/2018	209838	10/24/2018	OXYGEN SENSORS FOR PW VEH #ED-8	291.24	
R	QUALITY AUTO SUPPLY	08931	1079159	12/6/2018	209887	10/25/2018	WIPER MOTOR FOR PW VEH #PW168	230.75	**1,618.63**
R	QUALY ELECTRICAL WHOLESALE INC	07909	1078807	11/29/2018	61626	9/10/2018	8 STUD 16-14 AWG - PW	35.97	
R	QUALY ELECTRICAL WHOLESALE INC	07909	1079160	12/6/2018	62359	10/25/2018	SOCKET REDUCERS MOGUL TO MEDIUM 4" ROUND W/P (	75.57	**111.54**
R	QUINN COMPANY	03059	1079161	12/6/2018	PC810829948	10/11/2018	BUMPER FOR PW VEH. #2	18.31	
R	QUINN COMPANY	03059	1079161	12/6/2018	PC810829947	10/11/2018	LAMP FOR PW VEH #2	29.02	
R	QUINN COMPANY	03059	1079161	12/6/2018	PC810829789	10/10/2018	LAMP HALOGEN, BOLT, NUT, EDGE CUTTING FOR PW	492.49	
R	QUINN COMPANY	03059	1079161	12/6/2018	PC810829946	10/11/2018	BOLT, NUT, CUTTING EDGE, END EDGE FOR PW VEH#46	910.03	
R	QUINN COMPANY	03059	1079161	12/6/2018	PR10290412	10/19/2018	CREDIT ON ACCT FOR RETURNED NUT, BOLT FOR PW	(40.82)	**1,409.03**
R	QUIROZ	10432	1079027	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	RAMIREZ	03241	1079028	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	RAVAGO	03211	1079029	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	READYREFRESH BY NESTLE	10242	1079163	12/6/2018	18K0027960095	11/20/2018	10.19.18-11.18.18 WATER SERVICES FOR PARKS/REC DIV.	73.84	
R	READYREFRESH BY NESTLE	12269	1079164	12/6/2018	08K0036485878	11/14/2018	10/13/18-11/12/18 WATER SVCS FOR PARKS/REC DIV. AC	52.31	**126.15**
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42552	8/24/2018	WORK BOOTS FOR SAMUEL RODRIGUEZ - PW	162.59	
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42721	8/28/2018	WORK BOOTS FOR MICHAEL HUERTA - PW	142.88	
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42407	8/21/2018	WORK BOOTS FOR CHRISTIAN MOORE - PW	152.75	

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R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42472	8/22/2018	CREDIT ON ACCT FOR RETURNED ITEMS FOR RICHARD RO	(192.17)	
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42509	8/23/2018	WORK BOOTS FOR JOSE RAMIREZ - PW	142.88	
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42400	8/21/2018	WORK BOOTS FOR LARRY MENDOZA - PW	187.22	
R	RED WING BUSINESS ADVANTAGE	11690	1078808	11/29/2018	76-1-42473	8/22/2018	WORK BOOTS FOR RICHARD RODRIGUEZ - PW	142.88	
R	RED WING BUSINESS ADVANTAGE	11690	1079165	12/6/2018	76-1-43070	9/5/2018	WORK BOOTS FOR PEDRO RODRIGUEZ - PW	197.09	
R	RED WING BUSINESS ADVANTAGE	11690	1079165	12/6/2018	76-1-42504	8/23/2018	WORK BOOTS FOR JAVIER SOTELO - PW	200.00	
R	RED WING BUSINESS ADVANTAGE	11690	1079165	12/6/2018	76-1-42505	8/23/2018	WORK BOOTS FOR RAFAEL QUEZADA - PW	200.00	
R	RED WING BUSINESS ADVANTAGE	11690	1079165	12/6/2018	76-1-41990	8/13/2018	WORK BOOTS FOR ARMANDO LEAL - PW	192.17	
R	RED WING BUSINESS ADVANTAGE	11690	1079166	12/6/2018	20181122038583	11/20/2018	INV ID#995-1-1304 WORK BOOTS FOR MATTHEW RAMOS	137.95	**1,666.24**
R	REGIONAL TAP SERVICE CENTER	05275	1078809	11/29/2018	6007840	10/31/2018	OCT 2018 FOOTHILL TAP BUS CARD PASSES - TRANSP. DI\	770.18	**770.18**
R	REILLY	03095	1079030	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,107.78	**1,107.78**
R	RENDON, MARIE E	07054	1079031	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	RENDON, MICHAEL	07053	1079032	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	RENEER	05579	1079033	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	826.04	**826.04**
R	REQUEST CHEMICAL & SAFETY	08071	1078810	11/29/2018	1015	9/13/2018	LIFT STATION DEGREASER, SEWER COMPOUND - UTILITIE	4,556.40	
R	REQUEST CHEMICAL & SAFETY	08071	1078811	11/29/2018	1004	8/15/2018	TAG AWAY GEL GRAFFITI REMOVER FOR PW	2,310.00	**6,866.40**
R	REYBURN	03230	1079034	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	499.68	**499.68**
R	REYES	03319	1079035	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	440.29	**440.29**
R	RICOH USA INC	08128	1079167	12/6/2018	1078700137	11/9/2018	11/8/18 REPLACE BROKEN PAPER TRAY - SR CTR COPIER	368.77	**368.77**
R	RIO HONDO COLLEGE	03122	1079168	12/6/2018	1.7-18.19	12/5/2018	POST SUPERVISORY COURSE: MORA / CASTILLO - PD	456.00	**456.00**
R	RIOS	10311	1079036	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,461.55	**1,461.55**
R	ROACH	07444	1079037	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	ROADLINE PRODUCTS INC USA	03140	1078812	11/29/2018	14502	10/24/2018	SHARK TEETH STENCIL FOR PW	486.00	
R	ROADLINE PRODUCTS INC USA	03140	1078812	11/29/2018	14554	10/24/2018	ATP FAST DRY PAINT - PW	2,853.53	
R	ROADLINE PRODUCTS INC USA	03140	1079169	12/6/2018	14568	10/30/2018	ATP FAST DRY RED AND BLACK GALLONS FOR PW	428.45	
R	ROADLINE PRODUCTS INC USA	03140	1079169	12/6/2018	14603	11/7/2018	WATER NOZZLE FOR PW	229.03	**3,997.01**
R	RODARTE, DANIEL	11874	1079038	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	RODARTE, OLIVIA	03217	1079039	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	RODRIGUEZ, PEDRO	12267	1078813	11/29/2018	10.26.18	10/31/2018	REIMB CLASS B LICENSE FEE WITH TANKER ENDORSEMEN	45.00	**45.00**
R	RODRIGUEZ, JESUS M.	11185	1079040	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	ROMAN	03305	1079041	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	480.29	**480.29**
R	ROMERO	04476	1079042	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	RON'S MAINTENANCE, INC.	12266	1078814	11/29/2018	538	10/29/2018	CATCH BASIN CLEANING - PW	11,100.00	**11,100.00**
R	ROOTX	09160	1078815	11/29/2018	54255	10/22/2018	DEGREASER ADDITIVE - CITY YARD	331.90	**331.90**
R	SA ASSOCIATES	10429	1078816	11/29/2018	PWI-06	11/9/2018	OCT 2018 PW INSPECTION SERVICES FOR ENGINEERING D	20,895.00	**20,895.00**
R	SAFETY KLEEN	03352	1079170	12/6/2018	77717125	9/17/2018	BRAKE CLEANER, OIL FILTERS FOR PD	532.34	**532.34**
R	SALAZAR	04391	1079043	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	2139	10/1/2018	BOTTLE WATER, PLATES, NAPKIN, CUTLERY, FRUIT - CMO	220.13	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	7730	9/8/2018	DURACELL, BOTTLE WATER, SODA, TOWELS - CMO	110.83	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	8795	7/3/2018	BOTTLE WATER, SODA, CREAMER, FRUIT - CMO	74.59	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	7702	10/30/2018	BOTTLE WATER, CUTLERY, PLATES, CUPS, NAPKIN, COOKI	199.61	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	7654	8/8/2018	BOTTLE WATER, TEA, APRON - CMO	108.68	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	7429	10/8/2018	BANANAS, GRAPES, APPLE - CMO	27.74	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	3870	10/9/2018	BOTTLE WATER, CREAMER, TEA, TOWELS, CUPS - CMO	158.46	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	8904	11/8/2018	BOTTLE WATER, SODA, TEA - CMO	91.34	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	999999	11/8/2018	MEMBERSHIP FEE - CMO	15.00	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	8566	8/1/2018	BOTTLE WATER, SALAD DRESSING, SODA, COFFEE - CMO	297.95	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	0717	7/11/2018	BOTTLE WATER, LIPTON TEA, DURACELL, ASPIRIN, FOLGEI	146.98	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	9704	7/9/2018	PLATES, CHICKEN SALAD - CMO	78.80	
R	SAM'S CLUB DIRECT	03365	1078817	11/29/2018	2807	8/8/2018	ORANGE JUICE - CMO	5.65	
R	SAM'S CLUB DIRECT	03362	1078818	11/29/2018	7297	11/20/2018	INSTANT TEA FOR SENIOR CTR	17.52	
R	SAM'S CLUB DIRECT	03362	1078818	11/29/2018	0468	11/26/2018	CUPCAKES FOR SENIOR CTR.	26.86	
R	SAM'S CLUB DIRECT	03362	1079171	12/6/2018	1162	11/29/2018	GENERAL SUPPLIES FOR SENIOR CTR.	143.10	
R	SAM'S CLUB DIRECT	03362	1079171	12/6/2018	3770	12/3/2018	GENERAL SUPPLIES FOR SENIOR CTR.	237.14	**1,960.38**
R	SANCHEZ	03175	1079044	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	SANTA MONICA COLLEGE	12268	1078820	11/29/2018	12.19-21.18	11/27/2018	RESILIENCY TRAIN THE TRAINER: COBIAN / FONSECA / JAL	500.00	**500.00**
R	SANTANA	09313	1079045	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	SC FUELS	10059	1078821	11/29/2018	0042187	11/15/2018	CMO FUEL (11/05/18)	52.67	
R	SC FUELS	10059	1078822	11/29/2018	0036559	10/31/2018	PUB WKS FUEL (10/16/18-10/31/18)	7,097.35	
R	SC FUELS	10059	1078823	11/29/2018	0024705	9/30/2018	TRANSP DIV FUEL (09/15/18- 09/30/18)	435.96	
R	SC FUELS	10059	1078823	11/29/2018	0036437	10/31/2018	TRANSP DIV FUEL (10/16/18- 10/31/18)	629.36	
R	SC FUELS	10059	1079173	12/6/2018	0048023	11/30/2018	CMO FUEL (11/21/18-11/28/18)	72.98	**8,288.32**
R	SCATCHARD	03222	1079046	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	SCHIRMER	10114	1079047	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	437.55	**437.55**
R	SCHUSTER, MARGARET	03264	1079048	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	528.45	**528.45**
R	SCHUSTER, STEVEN E	10149	1079049	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	SCMAF - SAN GABRIEL VALLEY	12265	1078824	11/29/2018	AI2018ELMONTE	11/19/2018	SCMAF- SGV AWARDS & INSTALLATION - PARKS/REC DIV.	28.00	**28.00**
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	00318	9/20/2018	PW VEH SMOG CHECK FOR PW-81	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003324	9/20/2018	PW VEH SMOG CHECK FOR PW-ED1	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003361	9/17/2018	PW VEH SMOG CHECK FOR PW-44	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003305	9/18/2018	PW VEH SMOG CHECK FOR PW-96	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003308	9/19/2018	PW VEH SMOG CHECK FOR PW-ED9	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003312	9/19/2018	PW VEH SMOG CHECK FOR PW-30	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003386	9/17/2018	PW VEH SMOG CHECK FOR PW-124	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003407	9/25/2018	PW VEH SMOG CHECK FOR PW-39	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003760	9/12/2018	PW VEH SMOG CHECK FOR PW-G2	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003310	9/19/2018	PW VEH SMOG CHECK FOR PW-ED10	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003759	9/12/2018	PW VEH SMOG CHECK FOR PW-87	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003369	9/18/2018	PW VEH SMOG CHECK FOR PW-3	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003321	9/20/2018	PW VEH SMOG CHECK FOR PW-ED4	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003316	9/20/2018	PW VEH SMOG CHECK FOR PW-59	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003402	9/19/2018	PW VEH SMOG CHECK FOR PW-60	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003340	9/18/2018	PW VEH SMOG CHECK FOR PW-167	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003313	9/19/2018	PW VEH SMOG CHECK FOR PW-72	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003504	10/17/2018	PW VEH SMOG CHECK FOR PW-145	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003713	9/6/2018	PW VEH SMOG CHECK FOR PW-6	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003360	9/17/2018	PW VEH SMOG CHECK FOR PW-49	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003385	9/17/2018	PW VEH SMOG CHECK FOR PW-161	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003362	9/17/2018	PW VEH SMOG CHECK FOR PW-ED11	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003357	10/1/2018	PW VEH SMOG CHECK FOR PW-110	30.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003354	9/26/2018	PW VEH SMOG CHECK FOR PW-113	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003398	9/19/2018	PW VEH SMOG CHECK FOR PW-115	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003331	9/24/2018	PW VEH SMOG CHECK FOR PW-7	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003363	9/17/2018	PW VEH SMOG CHECK FOR PW-168	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003311	9/19/2018	PW VEH SMOG CHECK FOR PW-ED2	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003301	9/13/2018	PW VEH SMOG CHECK FOR PW-35	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003304	9/18/2018	PW VEH SMOG CHECK FOR PW-32	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1078825	11/29/2018	003409	9/25/2018	PW VEH SMOG CHECK FOR PW-116	30.00	**930.00**
R	SCROGGINS	03296	1079050	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	SEPULVEDA	10975	1079051	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	SGV CITY MANAGERS ASSOC.	12098	1078826	11/29/2018	12.19.18	11/26/2018	12/19/18 LUNCHEON - ALEX HAMILTON / ALMA MARTINE	70.00	**70.00**
R	SHERWOOD	03456	1079052	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	SIEDENTOPP	10113	1079053	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	SINNIG	03293	1079054	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	SMARDAN SUPPLY	03481	1078827	11/29/2018	S3267199.001	10/2/2018	METERING ACT UNIT, PLIERS FOR PW	322.48	**322.48**
R	SMART & FINAL	03484	1078828	11/29/2018	049951	11/20/2018	PARK SUPPLIES - PARKS/REC DIV.	18.25	
R	SMART & FINAL	03487	1078829	11/29/2018	049659	11/19/2018	GENERAL SUPPLIES FOR SENIOR CTR.	103.94	
R	SMART & FINAL	11740	1079175	12/6/2018	042446	11/28/2018	SUPPLIES FOR CMO	54.78	
R	SMART & FINAL	03484	1079176	12/6/2018	044064	12/3/2018	CHEER PROGRAM SUPPLIES - PARKS/REC DIV.	191.39	
R	SMART & FINAL	03484	1079176	12/6/2018	042889	11/29/2018	HOLIDAY CRAFT SUPPLIES FOR DEC 6, 2018 - PARKS/REC D	131.65	**500.01**
R	SMITTY'S SIGNWORKS	03493	1078830	11/29/2018	24096	11/27/2018	DECALS ON NEW FORD INTERCEPTER - PD	2,363.34	
R	SMITTY'S SIGNWORKS	03493	1078830	11/29/2018	24096	11/27/2018	DECALS ON NEW FORD INTERCEPTER - PD	472.66	**2,836.00**
R	SNOOK	03291	1079055	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	SOLARMAX LED, INC.	09038	1079177	12/6/2018	INV-LED-261	12/4/2018	MTN VIEW PARK LED LIGHTING PROJECT - CMO	80,499.80	**80,499.80**
R	SOSA	07371	1079056	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	425.97	**425.97**
R	SOUTH COAST AQMD	03512	1078831	11/29/2018	3257108	9/4/2018	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS - PW	31.87	
R	SOUTH COAST AQMD	03512	1078831	11/29/2018	3340804	9/4/2018	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS - PW	131.79	
R	SOUTH COAST AQMD	03512	1078831	11/29/2018	3336858	9/4/2018	I C E (>500 HP) EM ELECT GEN DIESEL -	1,246.71	
R	SOUTH COAST AQMD	03512	1079178	12/6/2018	RULE 2202	11/7/2018	ID #026838 RULE 2202 FILING FEE FOR RIDESHARE PROGF	838.06	**2,248.43**
R	SOUTHEAST CONST PRODUCTS	03516	1078832	11/29/2018	1807-110992	7/30/2018	SCOOP BLEND, COMMON CEMENT FOR PW	38.05	**38.05**
R	SOUTHERN CALIFORNIA EDISON CO	03521	1079183	12/6/2018	7500901034	7/5/2018	7/1/18 - 6/30/19 COMMUNICATION SITE -PW	7,583.05	**7,583.05**
R	SOUTHERN CALIFORNIA GAS CO	03527	1078838	11/29/2018	10/01-11/01/18	11/6/2018	AC#096-176-5242 6 (10.01-11.01.18) FUEL - TRANSP.	4,978.46	**4,978.46**
R	SOUTHLAND TRANSIT INC	03538	1078839	11/29/2018	ELMTR-10-2018	11/1/2018	OCT 2018 FIXED-ROUTE TRANSIT SERVICES - TRANSP.	83,461.55	
R	SOUTHLAND TRANSIT INC	03538	1078839	11/29/2018	ELMDR-10-2018	11/1/2018	OCT 2018 DIAL-A-RIDE SERVICE CONTRACT - TRANSP.	43,189.13	**126,650.68**
R	SPERRY	03307	1079057	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,153.23	**1,153.23**
R	STACY	03257	1079058	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,093.58	**1,093.58**
R	STATES, MICHELLE	10139	1079059	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,152.40	**1,152.40**
R	STATES, PATRICIA	03269	1079060	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	STEVENS	12166	1079061	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	533.80	**533.80**
R	SULLIVAN	03295	1079062	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,200.60	**1,200.60**
R	SUNBELT RENTALS INC	03609	1078840	11/29/2018	82978191-0001	10/5/2018	80' STR MANLIFT RENTAL FOR PW	7,202.41	
R	SUNBELT RENTALS INC	03609	1078840	11/29/2018	82741600-0001	10/10/2018	80' STR MANLIFT RENTAL FOR PW	4,581.32	**11,783.73**
R	SUPERIOR PAVEMENT MARKINGS INC	10727	1079185	12/6/2018	10540	10/31/2018	LAYOUT & INSTALL 4" WHITE PARKING LANE ON COGWEL	4,463.00	**4,463.00**
R	TALAMANTEZ	07055	1079063	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	443.66	**443.66**
R	TARGET SPECIALTY PRODUCTS	04934	1078841	11/29/2018	PI0879259	10/8/2018	APRON, GLOVES, FRIEGHT - PW	12.14	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	TARGET SPECIALTY PRODUCTS	04934	1078841	11/29/2018	PI0880970	10/11/2018	PALMER III/PRELUDE IV 50 LB - PW	862.73	**874.87**
R	TCHARKHOUTIAN	05845	1079064	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	TED JOHNSON PROPANE	10543	1078842	11/29/2018	48748	10/1/2018	100 GAL STORAGE TANK RENTAL FOR PW	20.00	
R	TED JOHNSON PROPANE	10543	1078842	11/29/2018	46492	11/1/2018	100 GAL STORAGE TANK RENTAL FOR PW	20.00	**40.00**
R	TELECOM LAW FIRM	11632	1079186	12/6/2018	5308	11/26/2018	CROWN CASTLE- POWER METERS AND PEDESTALS - ECON	360.00	**360.00**
R	THE SMOKE DETECTORS	03494	1078843	11/29/2018	1156	10/28/2018	LIST TRUCK TESTED 37,8,93,82,94,70,27,77,66,14,76,29,4	1,080.00	**1,080.00**
R	THE WORKSHOP	03914	1079187	12/6/2018	65420	11/13/2018	CORRECTION, VIOLATION, STOP WORK NOTICE - ENGINEE	715.00	
R	THE WORKSHOP	03914	1079187	12/6/2018	65453	11/20/2018	#10 LEFT WINDOW ENVELOPE / #9 RETURN ENVELOPE - L	1,391.50	**2,106.50**
R	THOMAS, RICHARD	06701	1079065	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	611.94	
R	THOMAS, RICHARD	06701	1079188	12/6/2018	11.1.18 - 2.28.19	12/5/2018	NOV 1, 2018 - FEB 28, 2019 SPOUSAL RETIREE MEDICARE	539.00	**1,150.94**
R	THOMPSON	03208	1079066	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	TIME WARNER CABLE	03671	1079189	12/6/2018	0034557112118	11/21/2018	ACCT#8448 20 899 0034557 INTERNET SRVC - PD / SR CTF	209.25	**209.25**
R	TIMKEN II	09283	1079067	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	TOM DODSON & ASSOCIATES	01870	1078844	11/29/2018	EL163 18-6	11/15/2018	10/01-10/31/18 ENVIRONMENTAL SPECIALIST SVCS CEQA	9,626.00	
R	TOM DODSON & ASSOCIATES	01870	1079190	12/6/2018	EL163 18-4	9/14/2018	08/06-08/23/18 ENVIRONMENTAL SPECIALIST FOR PLANI	2,127.50	**11,753.50**
R	TRANSFER EXPRESS	03697	1078845	11/29/2018	4554559	11/14/2018	UNDEFEATED WILD CHILD EL MONTE CHAMPIONS - PARK	194.98	**194.98**
R	TROMP	08260	1079068	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	TULA	05251	1079069	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	480.29	**480.29**
R	TURNER	03297	1079070	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,093.58	**1,093.58**
R	U S ARMOR	03759	1078846	11/29/2018	20787	10/19/2018	CONCEALABLE REMOVABLE CARRIER FOR PD	82.89	**82.89**
R	U.S. BANK - PARS #6745000100	08004	1079192	12/6/2018	AE-EXS00B 01.01.19	11/29/2018	PUB. AGY RET. SVCS EXCESS BEN PLAN 01/01/2019	32,203.00	**32,203.00**
R	U.S. POSTMASTER	06399	1078847	11/29/2018	11.21.18	11/21/2018	POSTAGE FEE FOR WINTER QTRLY NEWSLETTER PRMT #4	5,100.00	
R	U.S. POSTMASTER	06399	1078848	11/29/2018	11.28.18	11/28/2018	POSTAGE FOR POSTCARD FOR OATH OF OFFICE	4,900.00	**10,000.00**
R	UNITED STATES POSTAL SERVICE	03746	1079193	12/6/2018	PO BOX #6008	12/3/2018	ANNUAL PO BOX FEE #6008 (CITY CLERK)	338.00	**338.00**
R	USA BLUE BOOK	03725	1078851	11/29/2018	700393	10/3/2018	SAFETY GLASSES - UTILITIES DIV.	157.56	**157.56**
R	VAIL	06360	1079071	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	VALENTI-COHEN	03189	1079072	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	VALENZUELA	03778	1079073	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,538.02	**1,538.02**
R	VASQUEZ & COMPANY, LLP	06575	1078853	11/29/2018	2170751-IN	9/12/2017	PROF SVCS RENDERED - CMO	1,125.00	
R	VASQUEZ & COMPANY, LLP	06575	1078854	11/29/2018	2180966-IN	11/28/2018	PROF SVCS RENDERED IN CONNECTION W/AUDIT OF FINC	30,000.00	**31,125.00**
R	VERIZON	06985	1079195	12/6/2018	9818661510	11/18/2018	ACCT#972054175-00001 10.19-11.18.18 - PD	2,558.96	**2,558.96**
R	VERIZON WIRELESS	07329	1078855	11/29/2018	9818480644	11/15/2018	AC#772108629-00001 (10/16/18 - 11/15/18)	1,777.78	
R	VERIZON WIRELESS	11243	1079194	12/6/2018	9819015039	11/23/2018	AC#642153918-00001 (10/24/18-11/23/18)- P&R	38.01	**1,815.79**
R	WALMART (6032202020133477	03831	1078856	11/29/2018	832500481389	11/21/2018	FLORAL RBN FOR SENIOR CTR	8.69	
R	WALMART (6032202020133477	03831	1078856	11/29/2018	832000000069	11/16/2018	MAT, SN BITES, WHISK, SM DECO, THEATER BOX, A2 12/3	69.19	
R	WALMART (6032202020133477	03831	1078856	11/29/2018	832000406727	11/16/2018	PREMIUM HEN FOR SENIOR CENTER	120.80	**198.68**
R	WATERMAN	03256	1079074	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	631.60	**631.60**
R	WEINTRAUB	05640	1079075	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,127.54	**1,127.54**
R	WELCH	03258	1079076	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	752.70	**752.70**
R	WELDON, ANGELA	10976	1079077	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	183.34	**183.34**
R	WELDON, KENNETH	05180	1079078	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,183.98	**1,183.98**
R	WHARY II	03312	1079079	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	1,019.68	**1,019.68**
R	WILKIES FLORIST	04960	1079197	12/6/2018	11678	11/11/2018	PODIUM ARRANGEMENT FOR CMO	180.00	
R	WILKIES FLORIST	04960	1079197	12/6/2018	11741	11/20/2018	PRESENTATION BOUQUET FOR COUNCILWOMAN NORMA	48.00	
R	WILKIES FLORIST	04960	1079197	12/6/2018	11710	11/15/2018	FLOWER ARRANGEMENT FOR PAT WALLACH - CMO	180.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	WILKIES FLORIST	04960	1079197	12/6/2018	11854	11/15/2018	CENTER PIECES FOR GRACE BLACK AUDITORIUM - CMO	200.00	**608.00**
R	WILLIAMS	09965	1079081	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	WILLIAMS JR.	07056	1079080	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	850.14	**850.14**
R	WILLS	03903	1079082	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	469.70	**469.70**
R	WONG	03309	1079083	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	895.60	**895.60**
R	YOUNGQUIST	03953	1079084	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM	509.70	**509.70**
R	ZAJC	03219	1079085	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	ZINK	03301	1079086	12/6/2018	SUBSDY DEC 18	12/6/2018	INS PREMIUM & RETIREE CONTRIBUTION	143.34	**143.34**
R	**Regular Vendor Total**								**973,376.49**
T	DETROIT AUTO PARTS	01847	1078752	11/29/2018	S1-43951	11/19/2018	OIL FILTER FOR PD VEH.	32.34	**32.34**
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6161286	9/12/2018	SOLENOID KIT FOR PW	551.32	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6286717	10/3/2018	BATTERY, COUPLING, ADAPTER FOR PW	225.15	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6302046	10/5/2018	REPAIR KIT FOR PW	166.17	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6225372	9/22/2018	SLIP FIX REPAIR, ADAPTOR, COUPLING - PW	81.05	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6259539	9/28/2018	LASCO MARLEX STR, ROTOR FOR PW	42.92	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6259541	9/28/2018	COUPLINGS FOR PW	21.13	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6176112	9/14/2018	VALVE, BATTERY, RISER FOR PW	582.30	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6153407	9/11/2018	COUPLINGS, SLIP FIX REPAIR, PLST GLOBE, ADAPTER - PW	229.23	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6209768	9/20/2018	VALVE, DIAPH ASSEMBLY FOR PW	166.53	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6193769	9/18/2018	FLANGE, PIPE FOR PW	86.04	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6336404	10/11/2018	PVC CAP, PRIMER, PVC CEMENT, GLOVES - PW	47.50	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6267196	9/28/2018	COUPLINGS FOR PW	34.57	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6328871	10/10/2018	RP ANGLE FEBCO FOR PW	805.26	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6153405	9/11/2018	ROTOR, TORO ADJ RADIUS - PW	393.71	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6235372	9/25/2018	ADAPTERS, COUPLINGS FOR PW	211.01	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6328870	10/10/2018	COUPLINGS, ADAPTER, IRRIGATION TOOL - PW	135.52	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6302047	10/5/2018	PLASTIC VALVE, SS NESTING, COUPLINGS FOR PW	78.11	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6259540	9/28/2018	ADAPTER, COUPLINGS FOR PW	42.71	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6328872	10/10/2018	ADAPTER, NOZZLE FOR PW	10.56	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6153406	9/11/2018	ANGLE FEBCO FOR PW	805.26	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6193768	9/18/2018	LOPPER, PRONG CULTIVATOR FOR PW	283.33	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6127162	9/6/2018	DIAPH ASSEMBY FOR PW	194.04	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6127163	9/6/2018	TOP ASSEMBLY FOR PW	95.25	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6168853	9/13/2018	DIAPH ASSEMBLY FOR PW	50.06	
T	EWING IRRIGATION PRODUCTS	02003	1078758	11/29/2018	6235374	9/25/2018	HUNTER VALVE FOR PW	35.20	**5,373.93**
T	GRAINGER	02183	1078769	11/29/2018	9933228836	10/12/2018	SPRAY NOZZLE FOR PW	35.38	**35.38**
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B216631	10/15/2018	TAPE, HAND SANDER FOR PW	29.24	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	A87215	9/13/2018	BULB, STAPLES FOR PW	17.12	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B217744	10/23/2018	COVER FOR PW	9.23	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B212234	9/12/2018	UTIL. LOCK FOR PW	6.59	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	A88155	10/1/2018	HOUSE KEY, SINGLE CUT KEY FOR PW	3.83	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B213269	9/20/2018	CEILING PATCH, DOOR STOP - PW	32.29	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B216787	10/16/2018	CONNECTORS FOR PW	17.57	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214895	10/2/2018	LATH SCREW FOR PW	10.44	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214250	9/27/2018	SPLIT FLANGE, 8-11 WHEEL FOR PW	7.02	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	A89213	10/22/2018	SHEET METAL FOR PW	3.84	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B216668	10/15/2018	STEEL RING, DIMD BRAID FOR PW	40.16	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B212982	9/18/2018	SCREWS, CUP HOOK, ANCHOR, QUICK LINK - PW	18.73	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214758	10/1/2018	SINGLE CUT KEY, REFLECTIVE NUM PACK - PW	12.36	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214087	9/26/2018	COUPLINGS FOR PW	8.78	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B215779	10/8/2018	HAND SOAP FOR PW	4.16	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214054	9/26/2018	TAPE, ROLL COVER, BRUSH - PW	103.13	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	A88285	10/3/2018	ELECTRICAL SUPPLIES FOR PW	21.93	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B215312	10/4/2018	SCREWS, NUTS, BOLTS FOR PW	16.17	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	B214894	10/2/2018	SCREWS, NUTS, BOLTS FOR PW	9.11	
T	GRANT'S TRUE VALUE HARDWARE	02186	1078770	11/29/2018	A88509	10/8/2018	WALL JACK, WALL PLATE FOR PW	6.36	
T	GRANT'S TRUE VALUE HARDWARE	02186	1079129	12/6/2018	B219038	11/1/2018	PLAS GAS CAN, SCREWDRIVER SET, CYC OIL, MAGNUM M.	64.41	
T	GRANT'S TRUE VALUE HARDWARE	02186	1079129	12/6/2018	B218667	10/29/2018	SAFE GAS CAN FOR PW	54.99	
T	GRANT'S TRUE VALUE HARDWARE	02186	1079129	12/6/2018	A89570	10/29/2018	GRY PRIMER FOR PW	4.94	
T	GRANT'S TRUE VALUE HARDWARE	02186	1079129	12/6/2018	B218358	11/1/2018	ROLLER, HANDLE, PAINT LID, CONNECTOR, LINER, BRUSH	75.21	**577.61**
T	HOME DEPOT	02285	1078777	11/29/2018	5100453	11/19/2018	SUPPLIES FOR COMM SVCS CENTER	140.46	
T	HOME DEPOT	06479	1078778	11/29/2018	5071827	9/10/2018	CAUTION TAPE, VALVED RESPIRATOR, GLOVES FOR PW	373.31	
T	HOME DEPOT	06479	1078778	11/29/2018	7080793	9/18/2018	LAMP BALLAST, 100W A19 DL ND 11K LED 4P CA FOR PW	222.48	
T	HOME DEPOT	06479	1078778	11/29/2018	23949	9/25/2018	7/16 OSB PLYWOOD FOR PW	142.55	
T	HOME DEPOT	06479	1078778	11/29/2018	6038636	9/19/2018	STEP LADDER TAI 300LB FOR PW	87.96	
T	HOME DEPOT	06479	1078778	11/29/2018	9563342	9/26/2018	WSTR SHERLOCK EXT POLE, SCOTCHBLUE 6PK - PW	57.16	
T	HOME DEPOT	06479	1078778	11/29/2018	563269	9/25/2018	PAINT FOR PW	32.70	
T	HOME DEPOT	06479	1078778	11/29/2018	9036291	9/6/2018	PLASTIC EL COMMERCIAL STA-TITE WHT FOR PW	26.38	
T	HOME DEPOT	06479	1078778	11/29/2018	8073754	9/27/2018	SWITCH WALLPLT, DOOR STOPS FOR PW	12.64	
T	HOME DEPOT	06479	1078778	11/29/2018	8240737	8/28/2018	ROTOMOLD AIRMOVER, DUST MOP, RATCHET, EARMUFF	398.75	
T	HOME DEPOT	06479	1078778	11/29/2018	21820	9/5/2018	FARM HOSE, TRAY LINER, PAINTERS TOOL, BLEACH SPRAY	287.39	
T	HOME DEPOT	06479	1078778	11/29/2018	9243892	9/26/2018	HAMMER DRILL, COMP CONN STEEL PK5, RIGID CONDUIT	170.86	
T	HOME DEPOT	06479	1078778	11/29/2018	3242437	9/12/2018	LAWN RAKE FOR PW	104.29	
T	HOME DEPOT	06479	1078778	11/29/2018	2065748	9/13/2018	DFT OUT WIRED 1800 W/BUTTON, OUTLETS FOR PW	72.75	
T	HOME DEPOT	06479	1078778	11/29/2018	9023978	9/26/2018	ELECTRO GALV. ROOFING, UTIL. BLADES, CHANGE KNIFE,	47.61	
T	HOME DEPOT	06479	1078778	11/29/2018	8039904	9/27/2018	TRIPLE GRIP #10 W/SCREWS, HEX HEAD - PW	26.87	
T	HOME DEPOT	06479	1078778	11/29/2018	8081483	9/27/2018	TERRY TOWELS FOR PW	15.37	
T	HOME DEPOT	06479	1078778	11/29/2018	9081375	9/26/2008	AIRWICK LAVENDER, BIT TIP, NUTDRIVER SET, WIRE CUTT	123.92	
T	HOME DEPOT	06479	1078778	11/29/2018	1039488	9/24/2018	COMMON BOARD, GRADE STAKES FOR PW	74.14	
T	HOME DEPOT	06479	1078778	11/29/2018	4571215	9/11/2018	GENERAL PURPOSE BYPASS PRUNERS FOR PW	54.90	
T	HOME DEPOT	06479	1078778	11/29/2018	1036031	9/4/2018	PRIME DOUG FIR, REBAR FOR PW	30.76	
T	HOME DEPOT	06479	1078778	11/29/2018	8014610	9/27/2018	WASHED PLASTER SAND FOR PW	20.79	
T	HOME DEPOT	06479	1078778	11/29/2018	8182875	9/27/2018	CREDIT ON ACCT FOR RETURNED ITEMS FOR PW EDGE LIT	(307.77)	
T	HOME DEPOT	06479	1078778	11/29/2018	8244011	9/27/2018	FEIT RETROFIT DL CECL, COUPLINGS, SCREWS FOR PW	723.44	
T	HOME DEPOT	06479	1078778	11/29/2018	21819	9/5/2018	CORDLESS COMBO KIT FOR PW	328.90	
T	HOME DEPOT	06479	1078778	11/29/2018	8014004	9/17/2018	SQ CEILING 64SF, 4FT COOLWH F32T8 - PW	190.45	
T	HOME DEPOT	06479	1078778	11/29/2018	8066209	9/17/2018	WOOD HANDLE BYPASS LOPPER FOR PW	82.39	
T	HOME DEPOT	06479	1078778	11/29/2018	9241850	9/6/2018	HP SODIUM HID CL 1PK FOR PW	54.93	
T	HOME DEPOT	06479	1078778	11/29/2018	6038695	9/19/2018	QUICK CUTTER ADJ. HOLE SAW FOR PW	31.80	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	HOME DEPOT	06479	1078778	11/29/2018	9036427	9/6/2018	EDGER, ROLLER PAIL FOR PW	20.79	
T	HOME DEPOT	06479	1078778	11/29/2018	6035173	8/30/2018	SCHLAGE KEYS FOR PW	10.84	
T	HOME DEPOT	06479	1078778	11/29/2018	6243234	9/19/2018	VIGORO ASTER QT, ROOTING HORMONE, LIQUINOX, 380(	1,159.66	
T	HOME DEPOT	06479	1078778	11/29/2018	2022699	9/13/2018	DRILL, POWERLOCK TAPE, ADAPTER, PLIER SET FOR PW	346.26	
T	HOME DEPOT	06479	1078778	11/29/2018	6072999	9/19/2018	FEIT 100W DIM LED 2PK, BALLAST FOR PW	205.17	
T	HOME DEPOT	06479	1078778	11/29/2018	5073085	9/20/2018	SPONGE, PENLIGHT WITH LANYARD, SAW KIT - PW	129.60	
T	HOME DEPOT	06479	1079137	12/6/2018	1070143	10/24/2018	PADLOCK, COMBO ALARM W.VOICE 2PK FOR PW	345.87	
T	HOME DEPOT	06479	1079137	12/6/2018	6010160	10/9/2018	2X4 -10FT PT GC BROWN HEM FIR, PENCIL, BRIGHT COMM	160.93	
T	HOME DEPOT	06479	1079137	12/6/2018	34727	10/25/2018	PALLET FEE, QUICKRETE CONCRETE FOR PW	121.61	
T	HOME DEPOT	06479	1079137	12/6/2018	4032424	10/11/2018	CEMENT BOARD, KL433 STOP FOR PW	82.36	
T	HOME DEPOT	06479	1079137	12/6/2018	1070142	10/24/2018	UV RESIST CABLE TIES FOR PW	66.72	
T	HOME DEPOT	06479	1079137	12/6/2018	2082114	10/3/2018	DOORSTOPS FOR PW	52.77	
T	HOME DEPOT	06479	1079137	12/6/2018	3244606	10/2/2018	FEIT 90W PAR38 HALOGEN PURPLE FOR PW	43.84	
T	HOME DEPOT	06479	1079137	12/6/2018	1031108	10/4/2018	OUTLET SURGE PROTECTOR, PLC 70W PAR38 FL ECOV LL S	31.85	
T	HOME DEPOT	06479	1079137	12/6/2018	5580328	10/10/2018	PLASTIC WOOD, LOCTITE, STAIN MARKER GLDN OAK - PW	17.31	
T	HOME DEPOT	06479	1079137	12/6/2018	3030763	10/2/2018	1/4 2X2 BC FOR PW	8.74	
T	HOME DEPOT	06479	1079137	12/6/2018	3034350	10/22/2018	TRASH CAN, TRUE TEMPER 6 CU STEEL W/FLAT FREE, MAI	352.24	
T	HOME DEPOT	06479	1079137	12/6/2018	4030594	10/1/2018	FENDER WASHER, DOUG FIR, BUBBLE CUSHION, PLYWOO	185.06	
T	HOME DEPOT	06479	1079137	12/6/2018	83442	10/15/2018	5200 LUMENS BETTER WRAP FOR PW	123.13	
T	HOME DEPOT	06479	1079137	12/6/2018	2020479	10/13/2018	TROWEL, WET PATCH, TAPING KNIVES, TRUCK ROPE, SWI	99.25	
T	HOME DEPOT	06479	1079137	12/6/2018	8560014	10/17/2018	EXT CORD, MULTI SURFACE FG UPRIGHT BRM FOR PW	68.10	
T	HOME DEPOT	06479	1079137	12/6/2018	9062208	10/16/2018	CABLE TIES FOR PW	59.18	
T	HOME DEPOT	06479	1079137	12/6/2018	3011002	10/22/2018	PRIME DOUG FIR, BASEBOARD CORD CHANNEL WHT, KWI	49.17	
T	HOME DEPOT	06479	1079137	12/6/2018	3582200	10/22/2018	UTIL KNIFE, PRIMER FOR PW	35.42	
T	HOME DEPOT	06479	1079137	12/6/2018	33098	10/15/2018	ACCESS PANEL SPRING MOUNT FOR PW	19.20	
T	HOME DEPOT	06479	1079137	12/6/2018	4244483	10/1/2018	BREAKER BR 2 POLE FOR PW	10.65	
T	HOME DEPOT	06479	1079137	12/6/2018	8062312	10/17/2018	WHITEWOOD STUD, PRIME DOUG FIR FOR PW	1,195.45	
T	HOME DEPOT	06479	1079137	12/6/2018	1034598	10/24/2018	4" OC SIDING, SCHLAGE DEO KEYED SN, PROF BUILDER SH	290.29	
T	HOME DEPOT	06479	1079137	12/6/2018	4260500	10/1/2018	BAR FLAT STL 72X1X1/8, LOCTITE PL, BITS, WEDGE ANCHC	142.04	
T	HOME DEPOT	06479	1079137	12/6/2018	34730	10/25/2018	PRIME DOUG FIR, PINE CRN, WHITWOOD STUD CAS SET F	111.36	
T	HOME DEPOT	06479	1079137	12/6/2018	70247	10/25/2018	FLSH PRM HRDBD FLAT PH RH FOR PW	81.02	
T	HOME DEPOT	06479	1079137	12/6/2018	2220803	10/23/2018	COMMERCIAL ANGLE BROOMS FOR PW	65.79	
T	HOME DEPOT	06479	1079137	12/6/2018	2584445	10/3/2018	DOORSTOPS FOR PW	52.77	
T	HOME DEPOT	06479	1079137	12/6/2018	7075906	10/18/2018	PRO STRIPING WHT CNT PK, 2X MARK SAFETY	38.42	
T	HOME DEPOT	06479	1079137	12/6/2018	1031146	10/4/2018	RUG GRIPPER, RUNNER UTILITY GRAY - PW	30.40	
T	HOME DEPOT	06479	1079137	12/6/2018	7062414	10/18/2018	PLC A19 CFL SW 4PK FOR PW	16.62	
T	HOME DEPOT	06479	1079137	12/6/2018	7565224	10/8/2018	MID SIZED CAT 5E DATA PLATE FOR PW	4.94	
T	HOME DEPOT	06479	1079137	12/6/2018	1031109	10/4/2018	DRILLING HAMMER, GLOVES, TAPE, TERRY TOWELS, PUSH	611.72	
T	HOME DEPOT	06479	1079137	12/6/2018	83395	10/15/2018	JOINT KNIFE, DRYWALL SCREW, TAPE, CORNER TOOL, BLA	262.04	
T	HOME DEPOT	06479	1079137	12/6/2018	8020876	10/17/2018	GRADE STAKES FOR PW	125.07	
T	HOME DEPOT	06479	1079137	12/6/2018	34833	10/25/2018	CLEAR ACRYLIC SHEET, CONNCECTING SCW	105.17	
T	HOME DEPOT	06479	1079137	12/6/2018	5032330	10/10/2018	DEWALT MAGNETIC DRIVE GUIDE, WET PATCH, BRW HEM	69.32	
T	HOME DEPOT	06479	1079137	12/6/2018	1244736	10/4/2018	ECS 13W 100W A19 DL ND 11K FOR PW	59.31	
T	HOME DEPOT	06479	1079137	12/6/2018	522674	10/15/2018	4FT CE LED WHITE WRAP LIGHT FOR PW	49.24	
T	HOME DEPOT	06479	1079137	12/6/2018	2031044	10/3/2018	MOUSE GLUE TRAPS FOR PW	36.19	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	HOME DEPOT	06479	1079137	12/6/2018	63160	10/25/2018	HEX NUTS FOR PW	20.75	
T	HOME DEPOT	06479	1079137	12/6/2018	7061388	10/8/2018	TERRY TOWELS PACK FOR PW	15.37	
T	HOME DEPOT	06479	1079138	12/6/2018	7020989	10/18/2018	ROLLER FRAME, POLY ROLLER FOR PW	83.03	**10,900.21**
T	SAN GABRIEL VALLEY WATER CO	03406	1078819	11/29/2018	518000-11/18	11/19/2018	AC#1-1-023-5180-0-0 (10/18-11/16/18)	112.94	
T	SAN GABRIEL VALLEY WATER CO	03406	1079172	12/6/2018	007650-11/18	11/29/2018	AC#1-1-911-0076-5-0 (10/26-11/28/18)	112.94	
T	SAN GABRIEL VALLEY WATER CO	03406	1079172	12/6/2018	016610-11/18	11/29/2018	AC#1-1-911-0166-1-0 (10/26-11/28/18)	1,793.16	
T	SAN GABRIEL VALLEY WATER CO	03406	1079172	12/6/2018	031530-11/18	11/29/2018	AC#1-1-911-0315-3-0 (10/26-11/28/18)	5,087.25	**7,106.29**
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5365224-1118	11/24/2018	AC#2-01-536-5224 (10/23-11/21/18)	78.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5364813-1118	11/20/2018	AC#2-01-536-4813 (10/19-11/19/18)	52.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5365208-1118	11/24/2018	AC#2-01-536-5208 (10/23-11/21/18)	43.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	9888025-1118	11/21/2018	AC#2-00-988-8025 (10/22-11/20/18)	12.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5367097-1118	11/24/2018	AC#2-01-536-7097 (10/23-11/21/18)	97.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5363153-1118	11/24/2018	AC#2-01-536-3153 (10/23-11/21/18)	55.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5365174-1118	11/24/2018	AC#2-01-536-5174 (10/23-11/21/18)	47.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5364748-1118	11/24/2018	AC#2-01-536-4748 (10/23-11/21/18)	23.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5362700-1118	11/21/2018	AC#2-01-536-2700 (10/22-11/20/18)	611.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5366917-1118	11/24/2018	AC#2-01-536-6917 (10/23-11/21/18)	70.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5365117-1118	11/24/2018	AC#2-01-536-5117 (10/23-11/21/18)	52.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5364938-1118	11/21/2018	AC#2-01-536-4938 (10/22-11/20/18)	41.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5363211-1118	11/20/2018	AC#2-01-536-3211 (10/19-11/19/18)	230.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	9887217-1118	11/21/2018	AC#2-00-988-7217 (10/22-11/20/18)	64.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5365141-1118	11/24/2018	AC#2-01-536-5141 (10/23-11/21/18)	48.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1078833	11/29/2018	5363658-1118	11/24/2018	AC#2-01-536-3658 (10/23-11/21/18)	23.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367527-1118	11/24/2018	AC#2-01-536-7527 (10/23-11/21/18)	111.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367246-1118	11/24/2018	AC#2-01-536-7246 (10/23-11/21/18)	49.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	3422251-1118	11/20/2018	AC#2-33-342-2251 (10/19-11/19/18)	38.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367568-1118	11/24/2018	AC#2-01-536-7568 (10/23-11/21/18)	21.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367295-1118	11/20/2018	AC#2-01-536-7295 (10/19-11/19/18)	123.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5368608-1118	11/19/2018	AC#2-01-536-8608 (10/18-11/17/18)	51.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5368079-1118	11/21/2018	AC#2-01-536-8079 (10/22-11/20/18)	40.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5427669-1118	11/24/2018	AC#2-01-542-7669 (10/23-11/21/18)	23.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	6888869-1118	11/20/2018	AC#2-39-688-8869 (10/17-11/16/18)	125.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367667-1118	11/24/2018	AC#2-01-536-7667 (10/23-11/21/18)	77.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	3524167-1118	11/21/2018	AC#2-26-352-4167 (10/22-11/20/18)	40.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	9613371-1118	11/20/2018	AC#2-20-961-3371 (10/19-11/19/18)	25.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	8793555-1118	11/21/2018	AC#2-34-879-3555 (10/22-11/20/18)	3,532.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5368590-1118	11/19/2018	AC#2-01-536-8590 (10/18-11/17/18)	92.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367964-1118	11/24/2018	AC#2-01-536-7964 (10/23-11/21/18)	44.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	5367212-1118	11/24/2018	AC#2-01-536-7212 (10/23-11/21/18)	38.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1078834	11/29/2018	7999306-1118	11/20/2018	AC#2-27-799-9306 (10/19-11/19/18)	13.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367006-1118	11/24/2018	AC#2-01-536-7006 (10/23-11/21/18)	76.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	9887597-1118	11/24/2018	AC#2-00-988-7597 (10/23-11/21/18)	46.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	9887779-1118	11/24/2018	AC#2-00-988-7779 (10/23-11/21/18)	42.08	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	3273088-1118	11/24/2018	AC#2-26-327-3088 (10/23-11/21/18)	24.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	9887308-1118	11/24/2018	AC#2-00-988-7308 (10/23-11/21/18)	13.08	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	9575061-1118	11/24/2018	AC#2-04-957-5061 (10/23-11/21/18)	977.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5366883-1118	11/24/2018	AC#2-01-536-6883 (10/23-11/21/18)	59.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367931-1118	11/24/2018	AC#2-01-536-7931 (10/23-11/21/18)	44.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367923-1118	11/24/2018	AC#2-01-536-7923 (10/23-11/21/18)	40.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5364664-1118	11/24/2018	AC#2-01-536-4664 (10/23-11/21/18)	23.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5368806-1118	11/24/2018	AC#2-01-536-8806 (10/23-11/21/18)	284.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5365273-1118	11/24/2018	AC#2-01-536-5273 (10/23-11/21/18)	51.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367592-1118	11/24/2018	AC#2-01-536-7592 (10/23-11/21/18)	44.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5362734-1118	11/24/2018	AC#2-01-536-2734 (10/23-11/21/18)	37.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	9084106-1118	11/24/2018	AC#2-23-908-4106 (10/23-11/21/18)	23.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367147-1118	11/24/2018	AC#2-01-536-7147 (10/23-11/21/18)	94.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367501-1118	11/24/2018	AC#2-01-536-7501 (10/23-11/21/18)	50.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	0078469-1118	11/24/2018	AC#2-38-007-8469 (10/23-11/21/18)	43.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	5367204-1118	11/24/2018	AC#2-01-536-7204 (10/23-11/21/18)	29.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078835	11/29/2018	3291205-1118	11/24/2018	AC#2-26-329-1205 (10/23-11/21/18)	13.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	0187281-1118	11/6/2018	AC#2-31-018-7281 (10/05-11/05/18)	145.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5364771-1018	10/29/2018	AC#2-01-536-4771 (09/27-10/26/18)	35.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5368913-1018	10/24/2018	AC#2-01-536-8913 (09/24-10/23/18)	23.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5363732-1018	10/29/2018	AC#2-01-536-3732 (09/27-10/26/18)	559.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5363419-1118	11/6/2018	AC#2-01-536-3419 (10/05-11/05/18)	37.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5368947-1018	10/27/2018	AC#2-01-536-8947 (09/26-10/25/18)	24.20	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	6380849-1018	10/13/2018	AC#2-26-638-0849 (09/07-10/10/18)	8,219.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	3131683-1018	10/29/2018	AC#2-02-313-1683 (09/27-10/26/18)	49.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5365836-1018	10/29/2018	AC#2-01-536-5836 (09/27-10/26/18)	24.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5364441-1018	10/27/2018	AC#2-01-536-4441 (09/26-10/25/18)	23.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5367881-1018	10/27/2018	AC#2-01-536-7881 (09/26-10/25/18)	67.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5363690-1018	10/24/2018	AC#2-01-536-3690 (09/24-10/23/18)	28.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1078836	11/29/2018	5364235-1018	10/24/2018	AC#2-01-536-4235 (09/24-10/23/18)	23.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5367261-1118	11/27/2018	AC#2-01-536-7261 (10/24-11/26/18)	161.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5366149-1118	11/29/2018	AC#2-01-536-6149 (10/26-11/28/18)	71.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364706-1118	11/27/2018	AC#2-01-536-4706 (10/24-11/26/18)	57.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364243-1218	12/1/2018	AC#2-01-536-4243 (10/30-11/30/18)	53.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364631-1118	11/28/2018	AC#2-01-536-4631 (10/25-11/27/18)	31.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5362601-1118	11/29/2018	AC#2-01-536-2601 (10/24-11/26/18)	3,820.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365091-1118	11/30/2018	AC#2-01-536-5091 (10/29-11/29/18)	228.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365448-1118	11/28/2018	AC#2-01-536-5448 (10/25-11/27/18)	77.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5367337-1118	11/27/2018	AC#2-01-536-7337 (10/24-11/26/18)	57.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365919-1118	11/30/2018	AC#2-01-536-5919 (10/29-11/29/18)	54.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365067-1118	11/27/2018	AC#2-01-536-5067 (10/24-11/26/18)	45.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5363120-1118	11/29/2018	AC#2-01-536-3120 (10/26-11/28/18)	476.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365950-1118	11/30/2018	AC#2-01-536-5950 (10/29-11/29/18)	83.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365802-1118	11/29/2018	AC#2-01-536-5802 (10/26-11/28/18)	61.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365000-1118	11/27/2018	AC#2-01-536-5000 (10/24-11/26/18)	55.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364987-1118	11/27/2018	AC#2-01-536-4987 (10/24-11/26/18)	48.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365034-1118	11/27/2018	AC#2-01-536-5034 (10/24-11/26/18)	115.31	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365851-1118	11/30/2018	AC#2-01-536-5851 (10/29-11/29/18)	61.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364763-1118	11/29/2018	AC#2-01-536-4763 (10/26-11/28/18)	55.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5365521-1118	11/28/2018	AC#2-01-536-5521 (10/25-11/27/18)	51.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5364599-1118	11/30/2018	AC#2-01-536-4599 (10/29-11/29/18)	25.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1079179	12/6/2018	5362627-1118	11/28/2018	AC#2-01-536-2627 (10/25-11/27/18)	1,068.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	0187679-1118	11/27/2018	AC#2-31-018-7679 (10/24-11/26/18)	116.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	9584205-1118	11/29/2018	AC#2-27-958-4205 (10/26-11/28/18)	65.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	3585932-1118	11/30/2018	AC#2-19-358-5932 (10/29-11/29/18)	55.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	3002509-1118	11/27/2018	AC#2-28-300-2509 (10/24-11/26/18)	38.23	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	9122674-1118	11/30/2018	AC#2-23-912-2674 (10/29-11/29/18)	25.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	3130321-1118	11/30/2018	AC#2-02-313-0321 (10/29-11/29/18)	5,003.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	8130057-1118	11/30/2018	AC#2-28-813-0057 (10/29-11/29/18)	86.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5700209-1118	11/27/2018	AC#2-14-570-0209 (10/24-11/26/18)	61.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5367972-1118	11/29/2018	AC#2-01-536-7972 (10/26-11/28/18)	54.71	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	0772888-1118	11/29/2018	AC#2-29-077-2888 (10/26-11/28/18)	34.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	3515496-1218	12/1/2018	AC#2-26-351-5496 (10/30-11/30/18)	24.99	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	1232343-1118	11/27/2018	AC#2-21-123-2343 (10/24-11/26/18)	3,072.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5367857-1118	11/28/2018	AC#2-01-536-7857 (10/25-11/27/18)	73.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	4836354-1118	11/29/2018	AC#2-31-483-6354 (10/26-11/28/18)	58.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5367808-1118	11/30/2018	AC#2-01-536-7808 (10/29-11/29/18)	47.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5367873-1118	11/28/2018	AC#2-01-536-7873 (10/25-11/27/18)	27.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	3291254-1218	12/1/2018	AC#2-26-329-1254 (10/30-11/30/18)	13.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5266873-1118	11/27/2018	AC#2-03-526-6873 (10/24-11/26/18)	641.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	9584460-1118	11/30/2018	AC#2-27-958-4460 (10/29-11/29/18)	66.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	5367832-1218	12/1/2018	AC#2-01-536-7832 (10/30-11/30/18)	55.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	0190574-1118	11/29/2018	AC#2-26-019-0574 (10/26-11/28/18)	45.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1079180	12/6/2018	9129521-1118	11/30/2018	AC#2-23-912-9521 (10/29-11/29/18)	25.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	7330105-1118	11/8/2018	AC#2-37-733-0105 (10/09-11/07/18)	3,960.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5363047-1118	11/21/2018	AC#2-01-536-3047 (10/22-11/20/18)	59.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5364235-1118	11/24/2018	AC#2-01-536-4235 (10/23-11/21/18)	23.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5362759-1118	11/20/2018	AC#2-01-536-2759 (10/19-11/19/18)	67.86	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5362767-1118	11/20/2018	AC#2-01-536-2767 (10/19-11/19/18)	25.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5363005-1118	11/3/2018	AC#2-01-536-3005 (10/04-11/02/18)	84.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5363690-1118	11/24/2018	AC#2-01-536-3690 (10/23-11/21/18)	27.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5366701-1118	11/21/2018	AC#2-01-536-6701 (10/22-11/20/18)	159.82	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5364623-1118	11/21/2018	AC#2-01-536-4623 (10/22-11/20/18)	28.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1079181	12/6/2018	5368913-1118	11/24/2018	AC#2-01-536-8913 (10/23-11/21/18)	23.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1079182	12/6/2018	1785066-1118	11/24/2018	AC#2-41-178-5066 (10/23-11/21/18)	274.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1079182	12/6/2018	1785066-1018	10/25/2018	AC#2-41-178-5066 (10/05-10/23/18)	180.73	**38,661.51**
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	173817-11/18	11/26/2018	AC#173 817 4100 2 (10/19-11/20/18)	310.82	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	175917-11/18	11/26/2018	AC#175 917 4102 4 (10/19-11/20/18)	25.24	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	154864-11/18	11/26/2018	AC#154 864 1641 3 (10/19-11/20/18)	129.27	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	146517-11/18	11/26/2018	AC#146 517 2134 3 (10/19-11/20/18)	22.96	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	169617-11/18	11/26/2018	AC#169 617 4100 2 (10/19-11/20/18)	465.33	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	140317-11/18	11/26/2018	AC#140 317 4100 3 (10/22-11/21/18)	59.59	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	188644-11/18	11/26/2018	AC#188 644 8039 9 (10/22-11/21/18)	2,721.00	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	144517-11/18	11/26/2018	AC#144 517 4100 4 (10/22-11/21/18)	78.65	
T	SOUTHERN CALIFORNIA GAS CO	03525	1078837	11/29/2018	150717-11/18	11/26/2018	AC#150 717 2200 1 (10/19-11/20/18)	22.96	
T	SOUTHERN CALIFORNIA GAS CO	03525	1079184	12/6/2018	138217-11/18	11/26/2018	AC#138 217 4100 9 (10/22-11/21/18)	204.44	**4,040.26**
T	VALLEY BRAKE & WHEEL SERVICE	03780	1078852	11/29/2018	1065423	10/31/2018	TR-15B BRAKE INSPECTION FOR TRANSP. VEH.	90.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1078852	11/29/2018	1065246	10/17/2018	PW-72 FRONT END ALIGNMENT - TRANSP. DIV.	50.00	**140.00**
T	**Top Vendor Total**								**66,867.53**
	Grand Total								**1,951,030.02**

APPROVAL OF MINUTES
EL MONTE CITY COUNCIL REGULAR MEETING
OF NOVEMBER 20, 2018

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

1. CALL TO ORDER: **6:05 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair – **present**
Juventino "J" Gomez, Mayor Pro Tem/Authority Member – **present**
Norma Macias, Councilmember/Authority Member – **absent**
Victoria Martinez, Councilmember/Authority Member – **absent**
Jerry Velasco, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

WITH THE FOLLOWING EDITS/CHANGES TO THE AGENDA:

Item 14.1 will be continued to a future meeting.

m) Mayor Quintero
s) Mayor Pro Tem Gomez **3-0 (Councilmembers Macias and Martinez absent)**

4. CLOSED SESSION (6:00 p.m. – 7:00 p.m.):

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendized Closed Session matter shall fill out a speaker card and be subject to a speaker's time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond

such action as the City Council may be lawfully authorized to take on an agendized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

Mayor Quintero invited members of the public to address the City Council on Closed Session Items 4.1 through 4.6.

Mayor Quintero and the City Council recessed into Closed Session at approximately 6:05 p.m. Councilmember Victoria Martinez joined the City Council in Closed Session at approximately 6:05 pm.

Mayor Quintero and the City Council reconvened from Closed Session at approximately 7:05 p.m.

City Attorney Rick Olivarez reported out of Closed Session with respect to Items 4.1 through 4.6.

4.1 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
Parcel 3 Gateway

Name of Party City is Negotiating with:
James Acevedo

City's Representatives in Negotiations:
Alex Hamilton, City Manager; Alma K. Martinez, Assistant City Manager; and David F. Gondek, Deputy City Attorney

Under Discussion:
Both price and terms.

General update, no final action

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss Facts and Circumstances which may form the Basis for Initiating Litigation – One (1) Matter.

General update, no final action

4.3 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
3800 Arden Drive (vacant parcel)

Name of Party City is Negotiating with:
Mike McCrary

City's Representatives in Negotiations:
Alex Hamilton, City Manager; Alma K. Martinez, Assistant City Manager; and David F. Gondek, Deputy City Attorney

Under Discussion:
Both price and terms of acquisition of land by the City of El Monte.

Continued to a future meeting

4.4 Closed Session Pursuant to Government Code Section 54957.6 (Conference with Labor Negotiator) –Unrepresented Employees.

City Negotiator:
Alex Hamilton, City Manager

Unrepresented Employees Under Discussion:
Assistant City Manager and Chief of Police.

General update, no final action

4.5 Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation.

Title of Employee Under Discussion: City Manager

General update, no final action

4.6 Closed Session Pursuant to Government Code Section 54957.6 (Conference with Labor Negotiator) – Unrepresented Employee.

City Negotiator:
Rick Olivarez, City Attorney

Unrepresented Employees Under Discussion:
City Manager

General update, no final action

m) Mayor Quintero
s) Mayor Pro Tem Gomez **4-0 (Councilmember Macias absent)**

OPEN SESSION PROCEEDINGS

(Commencing at 7:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess)

5. INVOCATION:Chaplain Joseph Chen, K-Kau-Tao. **Absent**

6. FLAG SALUTE: Angie Olivera, 6th Grader from Columbia School. Enjoys Cheerleading. **Present**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

   7.1 Presentation by the City Council to Angie Olivera from Columbia School for Leading the Pledge of Allegiance. **Present**

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council") that **are not listed on this agenda**. Although no person is required to provide their name and address as a condition to attending a Council meeting, persons who wish to address the Council are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons.

Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.
All comments or queries presented by a speaker shall be addressed to the Council as a body and not to any specific member thereof. No questions shall be posed to any member of the Council except through the presiding official of the meeting, the Mayor and/or Chair. Members of the Council are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The Council may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this agenda.

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the

public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

Gabriel Ramirez – First of all, I know today is the last meeting for our City Clerk Jonathan Hawes. I want to personally say thank you for the time you have been here as elected City Clerk. You have been transparent to the community and valuable to any public records request. I couldn't thank you more for myself and my family as well. It is sad that you weren't re-elected but I also want to bring this up I am really disgusted by the Los Angeles County Fire Department Union did a hit piece on our City Clerk calling him an ultra-right and invited Arthur Shaper who in reality Jonathan has no relations any whatsoever or friends with Arthur Shaper. I want for the public to see this and I know this same Fire Union did the same hit pieces to Former Councilmember Bart Patel and I know that a Mayor and a Councilmember had to do something with this.

Stephen Trumble – I only have one announcement and that is that L.A. County has decided to join the Federal government in declaring tomorrow a day of observance for the funeral of George H.W. Bush so all County libraries will be closed just for tomorrow and many other County departments as well of course not emergency departments or public safety departments.

Bill Ruh – I am here on behalf of the Citrus Valley Association of Realtors to commend somebody on this Council who has been an advocate for this community, who has put this community above himself and that is a friend of mine Mr. J Gomez. J you exemplify public service to most of our realtors and to everyone who knows you. Wherever I go and you mention J Gomez they talk about honesty, integrity, ethics but most of all the word dedication. You have been wonderful to work with, your door has always been open to us. J continue to be involved in everything that you do and know that what you have done, especially for veterans has truly made a difference in the lives of people.

Cosme Jimenez – I just also want to say thank you to Mr. J Gomez for all the hard work he has done for many years. You did great and a lot of help to the community help us when we needed you. I wish you the best in life. Also the City Clerk I want to thank him for his time.

9. CITY TREASURER'S REPORT: **No material submitted.**

10. DEMAND RESOLUTION NO. D-587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID.

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims, demands, and payroll totaling $3,356,756.97 have been examined by the City Treasurer and that warrant numbers 1078547 through 1078707 and the payroll period ending date November

15, 2018 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Mayor Quintero
s) Mayor Pro Tem Gomez **4-0 (Councilmember Macias absent)**

11. APPROVAL OF MINUTES:

Regular City Council Meeting of November 20, 2018.

m) Mayor Quintero
s) Mayor Pro Tem Gomez **4-0 (Councilmember Macias absent)**

12. CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that they may be discussed, considered and voted upon individually by the Council. A matter may be removed from the Consent Calendar and taken up separately by way of a seconded motion of any member of the Council with the approval of a majority of the Council quorum.

12.1 Transmittal of the Treasurer's Investment Report for the Quarter Ended September 30, 2018.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and File the Treasurer's Investment Report for the Quarter Ended September 30, 2018.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.2 Approval of a Resolution of the City Council of the City of El Monte Rescheduling of the January 2019 Meetings to January 8, 2018 and January 22, 2019.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution of the El Monte City Council to reschedule the January 2019 meetings to January 8, 2019 and January 22, 2019.

Resolution No. 9920

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.3 Approval of a Professional Services Agreement with Townsend Public Affairs for Support Services for Ongoing Consulting Services Related to Legislative Advocacy and Grant Funding Advocacy.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with Townsend Public Affairs in an amount not to exceed $60,000, to provide legislative consulting services related to the legislative advocacy and grant funding advocacy;
2. Consider and approve a Professional Services Agreement with Townsend Public Affairs in an amount not to exceed $6,000 per grant, to prepare grant applications for future solicitations; and
3. Authorize the City Manager, or his designee, to enter into a Professional Services Agreement with Townsend Public Affairs, Inc. for authorized services.

Total Cost: $60,000 Account No: 100-11-111-6111
Is the cost of this item budgeted? Yes

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.4 Approval of the Incorporation of Policies into the Approved Administrative Policies and Procedures Manual.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the incorporation of policies presented in final form for approval and immediate incorporation in the City's Administrative Policies and Procedures Manual and introduce for daily operations and administration.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.5 Approval of the Incorporation of the Following Policies into the Approved Administrative Policies and Procedures Manual and Establish by Resolution the Citywide Commitment to a Harassment Free Workplace.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve by resolution the incorporation of the EEO Policy and Harassment Free Workplace Policy, presented in final form for approval and immediate incorporation in the City's Administrative Policies and Procedures Manual and establish the citywide commitment to a harassment free workplace.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9921

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.6 Approval of a Resolution Updating and Amending the City of El Monte Executive Management Compensation and Benefits Profile and Repealing Prior Resolution No. 9718.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution updating and amending the City of El Monte Executive Management Compensation and Benefits Profile, effective January 1, 2019.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9922

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.7 Approval of a Resolution Amending the Compensation and Benefits Profile for the City Council of the City of El Monte, the City Clerk of the City of El Monte and the City Treasurer of the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution amending the compensation and benefits profile for all elected officials of the City of El Monte, effective January 1, 2019.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9923

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.8 Approval of Authorization to Award a Professional Services Agreement for Grant Seeking and Writing, Grant Administration and Labor Compliance to Avant Garde.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for grant seeking and writing, grant administration and labor compliance to Avant Garde for a not-to-exceed amount of $50,000; and
2. Authorize the City Manager, or his designee, to execute the Professional Services Agreement.

Total Cost: $50,000 Account No: 100-67-677-6111
Is the cost of this item budgeted? Yes

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.9 Approval of an Increase to the Sunbelt Rentals Purchase Order for General Use Equipment Rentals on an As-Needed Basis.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an increase to Sunbelt Rentals purchase order for general use equipment rentals on an as-needed basis.

Total Cost: $26,000 Account No: 100-22-280-6292 ($10,000)
100-22-285-6292 ($10,000)
Is the cost of this item budgeted? N/A 100-67-681-6111 ($ 6,000)

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.10 Approval of an Amendment to the Memorandum of Understanding (MOU) Funding Agreement for the Ramona Boulevard and Valley Boulevard Intersection Improvement Project ID#F5125 and FTIP# LAF5125 Between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to amend the Memorandum of Understanding (MOU) Agreement between the City of El Monte and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Ramona Boulevard/Valley Boulevard Intersection Improvement Project; and
2. Authorize the City Manager, or his designee, to execute the amendment to the Memorandum of Understanding.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.11 Approval of a Resolution for Final Tract Map No. 74701 for the 40-Unit Townhome Residential Development at 2704-2728 Santa Anita Avenue Including a Realignment of Owens Way.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Resolution authorizing the recordation of Final Tract Map No. 74701 for the 40-unit townhome residential subdivision at 2704-2728 Santa Anita Avenue including a realignment of Owens Way.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9924

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.12 Approval of a Professional Services Agreement with John L. Hunter for Fats, Oil and Grease (FOG) Program Implementation for $42,330.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a professional services agreement with John L. Hunter for the Fats, Oil, and Grease Program Management for an amount not-to-exceed $42,330 for year one; and
2. Authorize the option for the City Manager to execute the agreement and the two (2) optional renewals.

Total Cost: $42,330 Account No: 650-67-695-6115
Is the cost of this item budgeted? Yes

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.13 Approval of a Professional Services Agreement with Raftelis for a Water Rate Study.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an agreement with Raftelis to perform a water ate study for a not-to-exceed sum of $103,569.

Total Cost: $103,569 Account No: 600-67-697-6115
Is the cost of this item budgeted? Yes

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

12.14 Approval of a City Council Resolution Declaring the City of El Monte's Intention to Order the Vacation of a Portion of the East-West Public Alley Located South of Ramona Boulevard Connecting Tyler Avenue and California Avenue, Referring this Matter to the El Monte Planning Commission in Accordance with Government Code Section 65402, and Setting a Public Hearing for the City Council's Consideration of Such Public Alley Vacation.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution declaring the City of El Monte's intention to order the vacation of a portion of the east-west public alley located south of Ramona Boulevard connecting Tyler Avenue and California Avenue, referring this matter to the El Monte Planning Commission, and setting a future public hearing date for the City Council to consider an order of such public alley vacation.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9925

m) Mayor Quintero
s) Councilmember Velasco **4-0 (Councilmember Macias absent)**

13. PUBLIC HEARINGS: **No material submitted.**

14. REGULAR AGENDA:

14.1 City of El Monte and Los Angeles Metro El Monte Bus Station Joint Development Update.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and File.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Item 14.1 will be continued to a future meeting.

14.2 Consideration and Approval of Request to Accept the Federal Safe Routes to School, Federal Project No. STPL 5210(020) CIP 806 as Complete and File the Notice of Completion with Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and Accept the Federal Safe Routes to School, Federal Project No. STPL 5210(020) CIP No. 806 as complete and authorize staff to file the

Notice of Completion (NOC) with the Los Angeles County Recorder's Office as presented in Attachment 1;
2. Appropriate $115,097 from Measure R and approve the final Project Budget as presented in Attachment 2; and
3. Authorize Amendment No. 1 for LAE Associates, Inc. and Amendment No. 2 for JMD for the Federal Safe Routes to School Cycle 2 CIP 806 as presented in Attachment 3 and Attachment 4, respectively.

Total Cost: $115,097 Account No: 212-67-806-8221 ($78,048)
212-67-806-8214 ($12,067)
Is the cost of this item budgeted? N/A 212-67-806-8211 ($24,982)

m) Mayor Quintero
s) Councilmember Velasco **3-0 (Councilmembers Macias and Gomez absent)**

14.3 Consideration and Approval of an Amendment to the Professional Services Agreement with Project Partners to Continue to Provide Temporary Staffing for the Public Works Engineering Division.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an amended Professional Services Agreement with Project Partners Inc., to continue to provide temporary staffing for the Public Works Engineering Division for an amount not-to-exceed $135,000; and
2. Authorize the City Manager to execute the Professional Services Agreement Amendment.

Total Cost: $135,000 Account No: 100-67-677-6110
Is the cost of this item budgeted? Yes

m) Mayor Quintero
s) Councilmember Velasco **3-0 (Councilmembers Macias and Gomez absent)**

14.4 Consideration and Approval of Request to Authorize the Mayor and the Public Works Director to Execute the Final Text of the Second Amendment to the El Monte Operable Unit ("EMOU") Project Agreement, Accept the Arden Groundwater Treatment Project as Complete and Accept the Final Terms of an Amended Water System Operations Permit from the State Department of Drinking Water ("State DDW") and Concurrence of El Monte Water Authority.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the Mayor and the City Manager to execute the Second Amendment to the El Monte Operable Unit ("EMOU") Project Agreement with the East Side Performing Setting Defendants ("Work Parties");
2. Accept the Arden Groundwater Treatment Project as complete and commence regular operation of the three (3) new water wells as part of the El Monte Water Department operation;
3. Authorize the Public Works Director to accept the final form of the State Department of Drinking Water ("State DDW"), at which time the City will assume operation of the three wells.; and
4. Adopt the proposed Resolution of the City Council.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9926

Robert Grantham – Thanks very much this has been a very long road as most of you know. I have been working on this on and off for about 20 years. It is a good project, it is a good source of drinking water for the City of El Monte and it is ready to go. We owe a great deal of thanks to everyone and thanks to Mr. Gondek without his help we wouldn't of gotten this far.

m) Mayor Quintero
s) Councilmember Velasco **3-0 (Councilmembers Macias and Gomez absent)**

14.5 Consideration and Approval of a Resolution Amending and Updating Fees for Commercial Cannabis Activities Pursuant to El Monte Municipal Code Section 5.18.220.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt the proposed Resolution by no less than three (3) affirmative votes.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 9927

m) Mayor Quintero
s) Councilmember Velasco **3-0 (Councilmembers Macias and Gomez absent)**

14.6 Consideration and Approval of a Resolution Establishing an Updated Citywide Classification and Compensation Plan and Repealing Resolution No. 9908 Approved September 18, 2018.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective January 1, 2019.

Total Cost: $469,863 Account No: Various
Is the cost of this item budgeted? Yes

Resolution No. 9928

m) Mayor Quintero
s) Mayor Pro Tem Gomez **4-0 (Councilmember Macias absent)**

14.7 Consideration and Approval of an Amendment to the 2018 City Manager Employment Contract with Alexander Hamilton.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an amendment to the 2018 City Manager Employment Contract with Alexander Hamilton effective January 1, 2019.

Total Cost: TBD Account No:
Is the cost of this item budgeted?

m) Mayor Quintero
s) Mayor Pro Tem Gomez **4-0 (Councilmember Macias absent)**

14.8 Consideration and Approval of Contracted Employment Agreements for the following Executive Classifications: Assistant City Manager and Chief of Police.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contracted Employment Agreement for the Assistant City Manager; and
2. Consider and approve a Contracted Employment Agreement for the Chief of Police.

Total Cost: TBD Account No:
Is the cost of this item budgeted?

m) Mayor Quintero
s) Mayor Pro Tem Gomez 4-0 (Councilmember Macias absent)

15. CITY ATTORNEY'S AGENDA: **No material submitted.**

16. CITY MANAGER'S AGENDA: **No material submitted.**

17. WRITTEN COMMUNICATIONS: **No material submitted.**

18. COUNCIL COMMUNICATIONS:

18A. Mayor Quintero

A couple of things, first Ms. Martinez thank you for mentioning the park inventory I am pleased to let you know that our Assistant City Manager has already been working on that as well and will be reporting back soon on the findings as to that is something that I had a chance to visit some of our parks during the last three months and those comments are well taken and they have been communicated to staff.

Councilmember Martinez – One of the things that brings me joy is when a resident has a concern and we are able to address it and to bring it back so Aida De La Cruz thank you. Lorraine Ayala Soto for some of your concerns thank you, Patty Huesca thank you. These three incredible community members have brought up issues lately to our community and we have been able to act on them quickly and to their credit the City has become better because of the resident input so I want to make sure that publicly we thank them.

We have also heard from a number of our residents as well regarding Zamora Park we are going through that process of getting that feedback from them and when we have an opportunity to upgrade Zamora Park certainly the lights are going to be an important part in terms of security there.

18A.1 Discussion and Action Regarding Sponsorship of Tamalada.

m) Mayor Quintero
s) Councilmember Velasco 3-0 (Councilmembers Macias and Gomez absent)
To sponsor a table for $2,500 at the 15th Annual Tamalada

I am saving my goodbyes for when we have our formal goodbyes because we actually did have a formal goodbye. Tonight was J's last meeting because he is not going to come to the next one so that is why we wanted to say a few words to J. I got a chance to serve with him for 9 years, you get to see him over here or in the community, I get to see him in those quiet moments when we are in the back during Close Session and he is teasing me or making a joke that I don't get and later I get. It was such a joy to work with J. Again we didn't see eye to eye on everything but he was always kind and always civil and that is something that I definitely take from him as a lesson learned. I want to invite you all if you get a chance we created something three years ago that was a little unusual and people had to kind of get comfortable with it which is a community wide ceremonial swearing in. Normally our respective agencies each one swears in their members and then they start meeting, we thought why don't we do a community wide swearing in so that we can invite everyone so that School Board Members can interact with Council Members, the Clerk and the Treasurer and so forth all on one stage and the community can see all of us coming together and we have four people that are going to be joining us soon. Jessica Ancona as many of you know she is a Board Member in the El Monte School District, she is a principal at a school in Rosemead and her children and family agenda I think will fit very nicely into the trajectory of our City Council and our City. Maria Morales who is a Planning Commissioner and also an educator as well who is also interested in economic development will fit very nicely as well. For the first time beginning at that first meeting on December 18th, for the first time that I know of in the City's history we will have the majority of women on our City Council that is a pretty important milestone. Also we have joining us on the dais is Viviana Longoria our new Treasurer and Cathi Eredia our new Clerk. So if you get a chance to come out on December 8th at 1:00 pm at El Monte High School Auditorium to join us with a ceremonial swearing in with a reception to follow afterwards. We also have a bunch of other events and so I would encourage you to go to the City's website so that you can see them.

18B. Mayor Pro Tem Gomez

18C. Councilwoman Macias

18D. Councilwoman Martinez

Going lightly into the night J Gomez and as he got up I felt a wave of emotions. I got this incredible amount of gratitude for him and how he has served this community. Our Veterans J we know that they thank you. The thousands who have received jobs because you steadfastly made sure that there was a job fair every year thank you. The children and families who benefitted from the Autism Resource Fair thank you and I had the benefit of celebrating the fight against bullying or racing against bullying which J put together this past year. You can

see that it was with joy in his heart that he served this community. Always a pleasure to show up here at City Hall at 7:30 in the morning and to know that J was going to be here he will be missed for sure. It is with incredible gratitude that I say thank you J and hopefully he sees this. I don't want to not make mention of two other members who have served our community and because of the sacrifice I know for those who love this community and who have taken the step to put their name on a ballot and run, Richard Thomas serving as our City Treasurer thank you I know there are so many are grateful for you and your serve. Jonathan Hawes thank you, it is again with a servant's heart and knowing the sacrifice that you take time away from your families and eventually the two of you I will be able to say the same thing about you because of the sacrifice to be able to have that gratitude moment publicly because we can always do it privately but I have always heard that when you have a heart filled with gratitude to do it in front of people and when you are in trouble then you do it behind closed doors. Mr. City Manager I would like an inventory of our parks I promised a resident that I would ask for this out in the community and the inventory of parks is basically I'd like to see what is broken, what do we need to fix let's really take a deep detailed look at our parks and really start making this effort for an incredible 2019. I hope to see you at a lot of our Christmas events that are coming up our holiday events are going to be incredible.

18E. Councilman Velasco

I would just like to add, Councilmember Martinez what you said I agree with you one hundred percent Mr. J Gomez. I met J about 10 years ago but we really didn't know each other and when I got elected we didn't know how we were going to work together because we really didn't know each other. I think that is what happens with elections you might not agree with the candidates that are coming in but whether we like it or not we have to work with each other and we will learn to like each other I think and that is what happened with Mr. Gomez and myself and he was always there. He was a stubborn individual like we all are but he was very wise not because he knew it all he just has been around. Sometimes we didn't agree on certain things on certain issues because he was always there to provide advice so he is going to be highly missed. But he is not going to go anywhere because he is still going to be here. One thing that I told him and I told the residents that I will try to keep up with some of the work that he was doing for Veterans but he is not going anywhere we talked about having him still involved in the City he is a resident and he has a lot to give. I would also like to thank Richard Thomas I know he replaced me as a City Treasurer and he did a great job and I think he did a better job than I did because he was also very dedicated and we all learn from each other he asked for my advice and I asked for his advice and unfortunately when you are running for office you only get one who is elected for that position or two for that position but it doesn't mean that they lost, they lost the race but they can still be involved so again we thank them, I thank him. Jonathan I also wish you the best, we really didn't disagree with a lot of things we would do different things some of them were crazy some of them were good but that is part of it I think we had that respect and I think that is one of the most important things even when individuals are angry you must never lose that respect.

I just want to remind people and I will announce it at the next meeting the Nutcracker. It is on December 16th, it is a production that we didn't was going to be successful three years ago and now it is in its third year. It is basically sponsored by some of our companies in the past we haven't even used the funds but nevertheless we still continue to raise money for these types of productions.

19. ADJOURNMENT: **Adjourn in memory of President George H.W. Bush.**

With no objection Mayor Quintero adjourned the City Council meeting at 7:43 p.m.

The next Regular Meeting of the City Council will be held on **December 18, 2018** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

All public meetings and events sponsored or conducted by the City of El Monte are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the office of the City Clerk at (626) 580-2016 at least three (3) working days prior to the event, if possible. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

_____
Catherine A. Eredia, City Clerk
City of El Monte

APPROVED:

_____
Andre Quintero, Mayor
City of El Monte

CITY OF EL MONTE

OFFICE OF THE CITY ATTORNEY
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018

December 3, 2018

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF AN AMENDED RETAINER AGREEMENT WITH SPECIAL COUNSEL REGARDING POTENTIAL OPIOID LITIGATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the amended retainer agreement with Robins Kaplan LLP and Andrews & Thornton on a contingent fee basis, to pursue all civil remedies, against the manufacturers of prescription opiates and those in the chain of distribution.

BACKGROUND AND PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 5, 2017, the City Council convened in closed session to grant authority to staff to enter and execute an engagement agreement for participation in litigation.

On December 13, 2017, the City Manager executed the retainer agreement at the direction of the City Council with the firms of Andrews Thornton Higgins Razmara, LLP; Skikos Crawford Skikos & Joseph, LLP; and Brown Rudnick, LLP. This retainer was on contingency.

In the meantime, the firms sought to certify different classes in preparing for litigation. Also one of the firms went through a restructuring. Two firms are no longer listed on the proposed retainer and a new firm, Robins Kaplan, LLP is listed. The attorney fee upon successful recovery was also lowered from 30% to 20% subject to a "lodestar crosscheck" – a Court's determination of a reasonable attorney fees per hour times a reasonable amount of hours spent times a multiple of 4.

The following is a summary of the salient changes:

	Current Retainer	Proposed Amended Retainer
Attorney Fees	Greater of: 30% of total gross recovery or attorney fees awarded	• 20% of total gross recovery subject to "lodestar cap enhanced by multiplier of 4" • Lodestar method: reasonable hours x reasonable fee/hour x 4
"Successful Recovery"	"successful recovery" defined to include monetary damages or equitable relief (may be paid from defendants abatement fund if part of settlement/award)	• Paragraph defining "successful recovery" deleted
Firms	Andrews Thornton Higgins Razmara, LLP Skikos Crawford Skikos & Joseph, LLP Brown Rudnick, LLP	Robins Kaplan LLP Andrews & Thornton • Higgins still with firm
Scope of Employment	"all civil remedies, as outlined in the FIRMS' attached proposal publication"	• Removal of limiting clause "outlined … proposal publication" • Senator Joe Dunn designated contact
Cost and Other Expenses	• Internal costs of electronically stored info included in costs • Costs to be advanced are to be reimbursed out of client's share of any recovery	• Inclusion of a table of types of expenses • Express addition of right to add third parties (counsel, firms, consultants, experts) • Attorney fees from gross award, then costs deducted from client share
Fee Sharing with Co-Counsel	Private agreement and subject to approval by City, City to give written consent after disclosure	No substantive change
Authority	Client control	No substantive change
Communications with Client	Shall appoint a contact person to communicate with client	No substantive change

	Lead Counsel provides closing statement signed by client and each attorney among whom the fee is being divided	Point person now defined in "Scope" section

For the reasons above, and to reflect current litigation strategy, the City seeks to enter into the attached proposed amended retainer.

FISCAL IMPACT

N/A. The retainer is on contingency and the City is only responsible for costs to be deducted from its share of a successful recovery.

CONCLUSION

It is recommended that the City Council consider and approve the amended retainer agreement with the firms of Robins Kaplan LLP and the successor firm Andrews & Thornton.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

RICHARD PADILLA
Assistant City Attorney

ATTACHMENTS

1. Existing Retainer
2. Proposed Amended Retainer

DATE: December 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ENGAGEMENT TO REPRESENT

RE: City of El Monte, California civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. SCOPE OF EMPLOYMENT: **City of El Monte, California** (hereinafter "CLIENT"), by and through its City Commission, hereby retains the law firms of ANDREWS THORNTON HIGGINS RAZMARA, LLP, SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP, AND BROWN RUDNICK, LLP ("The FIRM") pursuant to the California Rules of Professional Conduct on a contingent fee basis, to pursue ***all*** civil remedies, as outlined in the FIRMS' attached proposal publication, against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the City of **El Monte** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. **Anne Andrews** of the law firm ANDREWS THORNTON HIGGINS RAZMARA, LLP and **Steve Skikos** of the law firm SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the California Rules of Professional Conduct:

ANDREWS THORNTON HIGGINS RAZMARA, LLP
2 Corporate Park, Suite 110
Irvine, CA 92606

SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

BROWN RUDNICK, LLP
Seven Times Square
New York, NY 10036

2. ATTORNEYS' FEES: In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the FIRM an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the FIRM shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the FIRM, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the FIRM with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the FIRM regarding the definition of a "successful recovery."

The FIRM intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of manufacturers and wholesale distributors. The CLIENT agrees to compensate the FIRM, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to FIRM as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the FIRM as compensation and then reimburse the reasonable litigation expenses. To be clear, the FIRM shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the FIRM will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the FIRM to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the FIRM should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable between the FIRM and CLIENT.

3. COSTS AND OTHER EXPENSES: THE FIRM and/or the other law firms in association with the FIRM, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery. Costs advanced will be payable out of the Client's share of any recovery and will not affect the contingency rate or fees due to the FIRM.**

4. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the California Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the California Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

5. COMMUNICATIONS WITH CLIENT: LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

   Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

6. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this agreement, having read its contents in its entirety, and CLIENT

understands and agrees with all of its provisions. CLIENT acknowledges that the FIRM, its employees or agents, and nothing in this Agreement has made no promise or guarantee regarding the successful determination of client's claim or causes of action, nor any guarantees regarding the amount of recovery or the type of relief, if any, which Client may obtain there from. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2017.

El Monte, California

12/13/2017

CITY MANAGER

APPROVED AS TO FORM

RICHARD PADILLA
ASST. CITY ATTY

Accepted:

ANDREWS THORNTON HIGGINS RAZMARA, LLP
2 Corporate Park, Suite 110
Irvine, CA 92606

SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

BROWN RUDNICK, LLP
Seven Times Square
New York, NY 10036

By _____ _____
Date

Anne Andrews
Steve Skikos
Lead Counsel

ENGAGEMENT TO REPRESENT

RE: City of El Monte, California civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. SCOPE OF EMPLOYMENT: **City of El Monte, California** (hereinafter "CLIENT"), by and through its City Council, hereby retains the law firms of ANDREWS & THORNTON AND ROBINS KAPLAN (the "FIRMS") pursuant to the California Rules of Professional Conduct on a contingent fee basis, to pursue ***all*** civil remedies, against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing the City of El Monte, including but not limited to filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. Any questions or inquiries about the case should be addressed to Joe Dunn, of ANDREWS & THORNTON. CLIENT consents to the participation of the following firms if no conflicts exist, including but not limited to conflicts pursuant to the California Rules of Professional Conduct:

ROBINS KAPLAN LLP
2049 Century Park East, Suite 3400
Los Angeles, CA 90067

ANDREWS & THORNTON
4701 Von Karman Ave., Suite 300
Newport Beach, CA 92660

2. ATTORNEY FEES: In consideration, CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of the CLIENT as an attorney fee (the "Fee") whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal)—provided that the Fee shall be subject to a lodestar crosscheck and shall be capped at the lodestar amount as enhanced by a multiplier of four (4). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the gross recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the gross recovery-based contingent Fee or the attorney fees awarded. **There is no fee if there is no recovery.** Attorney fees are calculated from gross award. After attorney fees are deducted, costs are deducted from client share.

   The CLIENT acknowledges this Fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the FIRMS, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the Fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market, which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery. The outcome is uncertain, as it is in all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the FIRMS regarding the definition of a "successful recovery."

Negotiability of Fees: The rates set forth above are not set by law but are negotiable between the FIRMS and CLIENT.

3. REPRESENTATION OF OTHER ENTITIES: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants.

4. COSTS AND OTHER EXPENSES: THE FIRMS and/or the other law firms in association with the FIRMS, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to those set forth in the table below. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery. Costs advanced will be payable out of the CLIENT'S share of any recovery and will not affect the contingency rate or fees due to the FIRMS.** As this is complex litigation, the FIRMS reserves the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as per the terms of this contract.

Type of Expense	*Amount of Charge*
Telephone Charges	At Cost
Routine In-house Word Processing	No Charge
In-house Photocopying	15 ¢ a page
Outside Photocopying	At Cost
Computerized Legal Research such as Westlaw or Lexis	At Cost
Computerized Litigation System Costs	At Cost

Type of Expense	*Amount of Charge*
Postage and Delivery Services	At Cost
Courier service or next day service such as Federal Express	At Cost
Mileage	50¢ per mile or the then prevailing IRS reimbursement rate
Travel, including but not limited to airfare (but not first-class airfare), hotels, automobile rental, taxis and meals (but not meals within 50 miles of the residence address)	At Cost
Experts and Consultants	At Cost
Court Reporters and Transcripts	At Cost
Filing Fees	At Cost
Exhibits and Other Trial Presentation Costs	At Cost

5. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the California Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the California Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

6. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT – The CLIENT at all times shall retain absolute and independent authority to decide the disposition of the case and personally oversee and maintain ultimate control of the litigation, including trial or settlement.

7. COMMUNICATIONS WITH CLIENT:
Upon conclusion of this matter, COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if

applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

8. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that the FIRMS and their employees or agents have made no promise or guarantee regarding the successful determination of CLIENT'S claim or causes of action or regarding the amount of recovery or the type of relief, if any, which CLIENT may obtain therefrom. The Attorneys and this Agreement make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only, and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2018.

_____, **California**

_____

Accepted:

ROBINS KAPLAN LLP
2049 Century Park East, Suite 3400
Los Angeles, CA 90067

ANDREWS & THORNTON, AAL ALC
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660

By _____ _____
Date

Anne Andrews
Lead Counsel

CITY OF EL MONTE

OFFICE OF THE CITY ATTORNEY
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018

December 10, 2018

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

APPROVAL OF FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT WITH LAW FIRM OF WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP FOR CONTINUED REPRESENTATION IN OUTSTANDING LITIGATION MATTER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attached First Amendment to Legal Services Agreement with Wilson Elser Moskowitz Edelman & Dicker, LLP to reflect City Council budgeting authorization on an existing litigation matter.

BACKGROUND

The City of El Monte ("City") is a defendant in the matter of *Eric Walterscheid and George Fierro v. City of El Monte, Civil Action No. 5:18-cv-1112-GW (AFMx)*(hereinafter, the "Litigation"). Earlier this year, the City engaged the services of the Wilson Elser Moskowitz Edelman & Dicker, LLP law firm (the "Firm"), specialists in the defense of class action lawsuits.

The Firm was first engaged under the authority of the City Manager pursuant to Sections 2.12.120 and 3.24.070(B) of the El Monte Municipal Code. The attached First Amendment would authorize expenditures above the limits of the City Manager's approval authority but still subject to City Council management and approval as the Litigation progresses.

FISCAL IMPACTING/FINANCING

The fiscal impact cannot be predicted at the present time as it is dependent on the progress of the Litigation.

CONCLUSION

It is recommended that the City Council approve the attached First Amendment to the Legal Services agreement with Wilson Elser Moskowitz Edelman & Dicker LLP.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

RICHARD PADILLA
City Attorney

Attachments:
First Amendment to Legal Services Agreement
Master Legal Services Agreement

DATE: December 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2018

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

(Special Legal Counsel: Wilson Elser Moskowitz Edelman & Dicker, LLP)

(Engagement: Walterschied/Fierro v. City of El Monte, Case No. 5:18-cv-1112-GW (AFMx))

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled " Legal Services Agreement", Contract No. 18CA07075 and dated July 30, 2018 (hereinafter, the "Master Agreement") is hereby made and entered into this _____ day of _____, 2018 (the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP (hereinafter, "ATTORNEY"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and ATTORNEY. The capitalized term "Party" may refer to either CITY or ATTORNEY, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, the CITY and ATTORNEY executed the Master Agreement on July 30, 2018 so that ATTORNEY could represent CITY in the matter of *Eric Walterscheid and George Fierro v. City of El Monte, Civil Action No. 5:18-cv-1112-GW (AFMx)* (the "Litigation Matter")(The Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Master Agreement was originally executed under the authority of the City Manager to approve and execute contracts pursuant to Sections 2.12.120 and 3.24.070(B) of the El Monte Municipal Code; and

WHEREAS, the expenditure in excess of the City Manager's approval authority require approval by the El Monte City Council ("City Council"); and

WHEREAS, the execution of this First Amendment was approved by the El Monte City Council at its Regular Meeting of December 18, 2018 under Agenda Item No. ____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. By execution of this First Amendment, the Parties agree as follows: The provisions of Section 3 (Legal Fees and Billing Practices) of the Master Agreement notwithstanding, as of the Effective Date of this First Amendment and subject to the submission of invoices by ATTORNEY to the CITY, CITY may pay expenditures in excess of Thirty Thousand Dollars ($30,000) provided: (i) such expenditures do not exceed expenditure sums authorized by the City Council in closed session; and (ii) that ATTORNEY shall report to the City Council in closed session to obtain additional expenditure authorization when invoiced sums come within Two Thousand Dollars of the prior City Council-authorized expenditure limits.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

City of El Monte

By:_____
Alex Hamilton
City Manager

Date:_____

ATTORNEY:

Wilson Elser Moskowitz Edelman & Dicker, LLP

By:_____

Name:_____

Title: _____

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"

MASTER AGREEMENT

LEGAL SERVICES AGREEMENT
(Client: City of El Monte)
(Attorney / Special Legal Counsel: Wilson Elser Moskowitz Edelman & Dicker LLP)

THIS LEGAL SERVICES AGREEMENT ("Agreement"), is made and entered into this 30th day of July 2018 by and between the law firm of WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP ("Attorney") and CITY OF EL MONTE, a municipal corporation and general law city ("Client").

1. **SCOPE OF SERVICES.** Client hires Attorney to provide the following legal services: legal representation of the City of El Monte in the matter of *Eric Walterscheid and George Fierro v. City of El Monte*, Civil Action No. 5:18-cv-1112-GW (AFMx) (hereinafter the "Litigation Matter"). Attorney will provide those legal services reasonably required to represent Client in connection with the Litigation Matter. Attorney will take reasonable steps to keep Client informed of progress in the Litigation Matter and will respond to Client's inquiries, including those monthly progress reports described in the following paragraph. Attorney's engagement under this Agreement includes the representation of Client through pre-trial motion and discovery proceedings, trial, post-trial motions and, subject to the written approval of the City Council, any post-trial appeals.

Once each month, at no additional cost to Client, Attorney shall provide Client with a written status update on the status of the Litigation Matter. The status update shall: (i) provide a brief case status along with a brief description of significant developments and/or anticipated significant developments; (ii) identify any significant decisions which may need to be made by either the City Attorney, the City Manager or the City Council within the next thirty to sixty days; (iii) indicate all invoiced and all non-invoiced legal fees and costs incurred and accrued up to the date of the latest report; and (iv) identify any significant anticipated expenditures which may be incurred within then next thirty to sixty days from the date of the report. In the event Attorney ceases to provide such regularly required update reports, City reserves the right to withhold payment of all sums billed to City until such time as the reports are provided.

2. **CLIENT'S DUTIES.** Client agrees to be open and truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

3. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour in accordance with the following schedule of rates:

Dean Rocco, Partner	$485 per hour
All Other Partners and Of Counsel Attorneys	$450 per hour
Senior Associates	$390 per hour
Junior Associates	$350 per hour
Paralegals	$110 per hour

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, investigators, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Time is charged in minimum units of one-tenth (.1) of an hour.

This Agreement is executed under the authority of the City Manager and as such the Attorneys total compensation during any single fiscal year may not exceed the aggregate sum of Thirty Thousand ($30,000)(the "Annual Not-to-Exceed Sum") unless such additional costs and charges in excess of the Annual Not-to-Exceed Sum are first approved by the City Manager or the City Council as appropriate.

4. **COSTS AND OTHER CHARGES.**

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, third-party investigator services, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying:	.25/page
Facsimile charges:	1.00/page
Mileage:	IRS rates
Other:	N/A

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling. Out-of-town travel shall mean overnight travel to locations outside of Los Angeles County. Attorney shall not incur out-of-town travel expenses in excess of $500 without first obtaining Client's written approval.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

(e) Costs and other charges set forth under this Sections shall be made in compliance with those polices established by ICRMA regarding expenses and reimbursements.

5. **BILLING STATEMENTS.** Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Statements shall be delivered care of the Office of the City Attorney located at El Monte City Hall – West, 1st Floor, 11333 Valley Boulevard, El Monte, California 91731 or to such other location as City may later designate in writing.

6. **TERM OF AGREEMENT.** This agreement shall continue without a definite duration but shall be immediately terminable by City upon written notice to Attorney specifying the effective date of such termination for convenience. Attorney may also terminate this Agreement for convenience provided that Attorney give City a minimum of thirty (30) days prior written notice of such termination.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession.

8. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter or any matter for which Attorney was retained. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

9. **INDEMNIFICAITON AND INSURANCE**

(a) Attorney shall provide and maintain at its own expense during the term of this Agreement the following policies of insurance:

1. Professional liability coverage with a minimum limit of liability of Five Hundred Thousand Dollars ($500,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate, providing coverage for damages or losses suffered by City as a result of any error or omission or neglect by Attorney which arises out of the professional services required by this Agreement.

2. Workers' compensation coverage in compliance with California law.

3. A policy of automobile liability insurance with coverage limits of no less than Five Hundred Thousand Dollars ($500,000).

(b) Attorney agrees to indemnify, defend and hold harmless City from any and all claims or losses arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney or engaged as subcontractor by Attorney in the performance of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

13. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

14. **ARBTRATION OF DISPUTES.** The parties agree to resolve any disputes between them relating to any aspect of Attorney's Services to final and binding arbitration through the American Arbitration Association. The costs of the arbitration shall be borne by the Attorney but may be a recoverable cost to the prevailing party. The parties agree that they are both waiving their respective rights to a trial by jury as to any and all disputes, disagreements, claims or demands that may arise between them.

[SIGNATURE PAGE TO FOLLOW]

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: 7-30-18

FOR CITY OF EL MONTE

Print Name: Alex Hamilton

Position: City Manager

Address: 11333 Valley Blvd
El Monte CA

Telephone: 626 580-2007

APPROVED AS TO FORM:

By:

Name: Joaquin Vazquez

Title: Deputy City Attorney

DATED:

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

By:

Dean Rocco, Esq.
Wilson Elser Moskowitz Edelman & Dicker, LLP

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018

December 3, 2018

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO PURCHASE THREE (3) 2019 FORD F-150 TRUCKS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the purchase of three (3) 2019 Ford F-150 trucks from National Auto Fleet Group for an amount not-to-exceed $95,000.

BACKGROUND

The City of El Monte Public Works Maintenance Division currently owns and operates four (4) 2004 Ford F-150 Compressed Natural Gas (CNG) trucks: PW-108, PW-109, PW-110, and PW-111. The CNG tanks in all four (4) vehicles were manufactured by Faber Industries in June 2004; the tanks read: DO NOT USE AFTER 05/2019 (Attachment 1). These CNG tanks have a fifteen (15) year lifespan. At the end of a CNG tank's lifespan, the tank loses much of its strength due to deterioration. A deteriorated tank has a heightened risk of leaks, ruptures, or explosions.

DISCUSSION

The Public Works Maintenance Division will purchase three (3) new 2019 Ford F-150 trucks to be used on various Public Works crews. Replacing the CNG trucks will alleviate the City's liability in the case of tank failure and maintain the safety of City personnel and the public.

Pursuant to El Monte Municipal Code 3.24.060(a) this purchase is recommended as an exception to the City's competitive bidding requirement as it meets the Cooperative Purchase Agreement parameters.

Sourcewell, previously the National Joint Power Alliance (NJPA), is a public agency that serves as a national municipal contracting agency. It has the authority to develop and offer cooperative purchasing services to its membership. The City of El Monte is a member of this organization (Member ID: 26837) and therefore is able to utilize Sourcewell cooperative purchasing contracts in order to provide cost savings and cost avoidances that would otherwise be impossible for a City of our size to realize.

Sourcewell creates national cooperative contract purchasing opportunities and solutions on behalf of its members, which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

The National Auto Fleet Group was awarded a Sourcewell contract number 120716-NAF (Attachment 2) for the purchase of vehicles. The City obtained a quote from the National Auto Fleet Group (Attachment 3) for three (3) 2019 Ford F-150 trucks in an amount not-to-exceed of $95,000.

FISCAL IMPACT/FINANCING

In Fiscal Year 2018-2019, the Public Works Maintenance Division budgeted the $95,000 for replacing CNG vehicles. Public Works Maintenance will use the Public Works Vehicle Replacement account 715-67-676-8132 to complete the purchase for three (3) 2019 Ford F-150 trucks.

CONCLUSION

It is recommended that the City Council approve the purchase of three (3) new 2019 Ford F-150 trucks from National Auto Fleet Group for an amount not-to-exceed $95,000.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment(s):

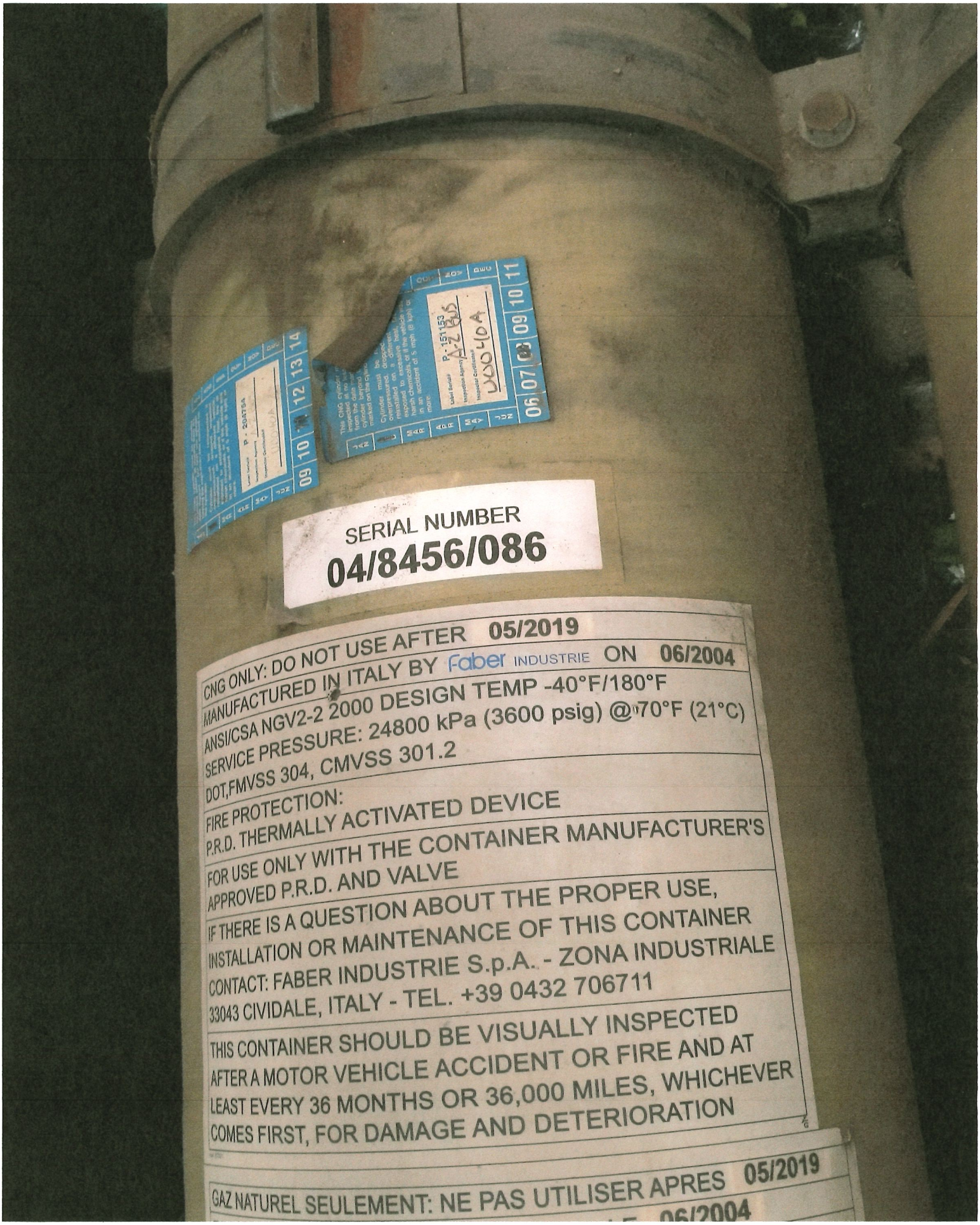
Attachment 1: CNG Tank Label

Attachment 2: Sourcewell (NJPA) Contract Materials

Attachment 3: National Auto Fleet Group Quote

DATE: DECEMBER 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Attachment 1:
CNG Tank Label


SERIAL NUMBER
04/8456/086
CNG ONLY: DO NOT USE AFTER 05/2019
MANUFACTURED IN ITALY BY Faber INDUSTRIE ON 06/2004
ANSI/CSA NGV2-2 2000 DESIGN TEMP -40°F/180°F
SERVICE PRESSURE: 24800 kPa (3600 psig) @ 70°F (21°C)
DOT,FMVSS 304, CMVSS 301.2
FIRE PROTECTION:
P.R.D. THERMALLY ACTIVATED DEVICE
FOR USE ONLY WITH THE CONTAINER MANUFACTURER'S APPROVED P.R.D. AND VALVE
IF THERE IS A QUESTION ABOUT THE PROPER USE, INSTALLATION OR MAINTENANCE OF THIS CONTAINER CONTACT: FABER INDUSTRIE S.p.A. - ZONA INDUSTRIALE 33043 CIVIDALE, ITALY - TEL. +39 0432 706711
THIS CONTAINER SHOULD BE VISUALLY INSPECTED AFTER A MOTOR VEHICLE ACCIDENT OR FIRE AND AT LEAST EVERY 36 MONTHS OR 36,000 MILES, WHICHEVER COMES FIRST, FOR DAMAGE AND DETERIORATION
GAZ NATUREL SEULEMENT: NE PAS UTILISER APRES 05/2019

Attachment 2:
Sourcewell (NJPA) Contract Materials

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title fleet Manager

VENDOR AUTHORIZED SIGNATURE

Jesse Coolet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Form G

Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessoires, and Services

	Possible Points	National Auto Fleet Group	Vantage Vehicle	Weston Nissan	Zenith Sales of Indiana
Conformance to Terms/ Conditions to Include Documentation	**50**	42		39	40
Pricing	**400**	344		295	303
Marketplace Successes	**75**	64		54	57
Bidder's Ability to Sell/ Service Contract Nationally	**100**	85		62	67
Bidder's Marketing Plan	**50**	44		35	41
Value Added Attributes	**75**	63		56	64
Warranty Coverages and Information	**50**	41		40	42
Selection and Variety of Products and Services Offered	**200**	180		139	138
Total Points	**1,000**	862		721	751
Rank Order		1		3	2

Ginger Line, CPPB, NJPA

Jonathan Yann, JD, NJPA

Gregg Meierhofer, CPPO, NJPA

Keith Hanson, CPA, NJPA

Chris Robinson, JD, NJPA

Kim Austin, NJPA

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: 72 Hoot LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A		None taken	

Proposer's Signature: _____ **Date:** 12-5-16

NJPA's clarification on exceptions listed above:

LEGAL 12/9/16

Contract Award
RFP #120716

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: 72 Hoct LLC, DBA National Auto Fleet Group Date: 12-5-16

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

Contact Person: Jesse Cooper Title: Fleet Manager

Authorized Signature: [signature] Jesse Cooper
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title fleet manager

VENDOR AUTHORIZED SIGNATURE

Jesse Coolet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 Hock LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature: [signature]

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 20 16

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: [signature]

SUNG SOO KIM
COMM. # 2121384
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 30, 2019

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet ot the use of our website, is where the member cals our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails ir to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely neds to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, this there is no travel time for technicians. Warranty repairs are al performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

10) The pricing offered in this proposal is

____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
_x_ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

1) 1% of the unit price is up to $700.00 other than "related equipment" pass through items
2) Total amount in any 12-month period will not exceed $4,500,000.00 in Administration Fees
3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature:  Date: 12-6-16

Regular Meeting Minutes of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Tuesday, February 17, 2017
Conference Room 3
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 6:20p.m. with the following members present: Barb Neprud, Mark Gerbi, Mary Freeman, Scott Veronen, Greg Zylka, Ryan Thomasand Mike Wilson. Also present were Stephen Jones, Little Falls School District and Chris Lindholm, Pequot Lakes School District, Ex-Officios; Chad Coauette, Susan Nanik, Misty Myers, Paul Drange, Jeremy Schwartz, Mike Carlson, Jamie Loken, Greg Raether, and Deb Cervantez, NJPA staff.

Ms. Freeman moved, seconded by Ms. Neprud to accept the agenda as amended. Motion carried.

Mr. Gerbi moved, seconded by Mr. Thomas to accept the minutes of the Regular Board Meeting held on January 17, 2017. Motion carried.

Mr. Carlson presented the monthly Financial Reports and a year-to-date budget update.

Ms. Freeman moved, seconded by Mr. Gerbi to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #92291 to #92549. Motion carried.

Ms. Freeman moved, seconded by Ms. Neprud to approve all Wire Transfers #155 to #176. Motion carried.

Mr. Veronen moved, seconded by Ms. Neprud to accept the Consent Agenda as follows:
- Updated Membership Agreements Members added January 1-31, 2017
- Permission to Solicit Electric Vehicle Charging Stations with Related Equipment and Installation, Maintenance, and Management Services

Motion carried.

Sara Nagel joined the meeting.

Mr. Raether gave a day in the life of an NJPA employee presentation on his role as Network and Systems Engineer.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities, Human Resources, and Marketing Departments.

Mr. Carlson gave an update on the Finance, and Risk Management Departments.

Mr. Loken gave an update on the Information Technology Department.

Ms. Myers gave an update on the Legal and Government Relations Department.

Mr. Schwartz gave an update on the Cooperative Contract Purchasing and Procurement Departments.

Mr. Schwartz gave an update on the following new contracts awarded in January as noted in Appendix A.

Ms. Nagel moved, seconded by Mr. Zylka to approve the pay equity report. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to appoint Mr. Zylka to the Board of Trustees. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to accept the following resignations and open the positions:

- Lori Cronquist, Collaborative Service Worker, effective February 9, 2017
- Daniel Huebsch, Collaborative Service Worker, effective February 13, 2017
- Lisa Morgan, Education Program Coordinator, effective February 9, 2017
- Jonathan Yahn, Contracts and Compliance Manager, effective March 15, 2017

Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve hiring:

- Tom Olson, Building & Grounds Worker, effective January 30, 2017
- Ryan Donovan, Manager of Insurance & Risk Management, effective February 27, 2017
- Rebecca Cromwell, Manager of Human Resources, effective March 27, 2017

Motion carried.

Mr. Veronen moved, seconded by Mr. Thomas to approve the following position descriptions and open positions:

- Marketing Projects Coordinator
- IT Support Specialist III
- IT Systems Administrator

Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an update on MSC and National Cooperative Procurement Partners.

Ms. Nagel moved, seconded by Mr. Veronen to adjourn the meeting at 8:45 p.m. Motion carried.

NJPA CONTRACTS & COMPLIANCE DEPARTMENT
BOARD ITEMS - February 2017

Requesting Board permission to Solicit the following categories:

Electric Vehicle Charging Stations with Related Equipment and Installation, Maintenance, and Management Services

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACT		
72 Hour LLC dba National Auto Fleet Group	120716-NAF	Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
Zenith Sales of Indiana, LLC	120716-ZEN	Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
FATPOT Technolgoies, LLC	121416-FPT	Public Safety and Emergency Management Related Equipment, Supplies, and Services
T2 Systems, Inc.	121416-TSI	Public Safety and Emergency Management Related Equipment, Supplies, and Services
W.W. Grainger, Inc.	121416-WWG	Public Safety and Emergency Management Related Equipment, Supplies, and Services
New ezIQC Contracts		
CONTRACT RENEWALS		
5th YEAR RENEWALS		
Caterpillar, Inc.	080613-CAT	"Electrical Energy Generation Equipment with Related Accessories, Services and Supplies"
United Parcel Service, Inc.	091416-UPS	"Express Courier, Overnight, Ground Delivery Logistics Services"
ezIQC RENEWALS		
Stronghold Engineering, Inc.	CA-RC01E-102015-SEI	ezIQC
Brown & Root	MO01A-031516-BRI	ezIQC
Brown & Root	MO02B-031516-BRI	ezIQC
Brown & Root	MO03B-031516-BRI	ezIQC
Grondin Construction	CA-SD02-031814-GCI	ezIQC
Reasbeck Construction, Inc.	MO01B-031516-RCI	ezIQC
Reasbeck Construction, Inc.	MO02A-031516-RCI	ezIQC
Reasbeck Construction, Inc.	MO03C-031516-RCI	ezIQC
The Wilson Group	KS01C-031516-TWG	ezIQC
The Wilson Group	KS02A-031516-TWG	ezIQC
The Wilson Group	MO02C-031516-TWG	ezIQC
Vazquez Commercial Contracting, LLC	MO03D-031516-VCC	ezIQC
Vazquez Commercial Contracting, LLC	KS01B-031516-VCC	ezIQC
ABC Construction Co., Inc.	CA-SD01-031814-ABC	ezIQC

Attachment 3:
National Auto Fleet Group Quote

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/21/2018

Quote ID: **8951**

Order Cut Off Date: **TBA**

Mr Christopher Ortiz
CITY OF EL MONTE

3990 Arden Dr

El Monte, California, 91731

Dear Christopher Ortiz,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Three (3) New/Unused (2019 Ford F-150 (X1C) XL 2WD SuperCab 8' Box 163" WB, factory order) and delivered to your specified location, each for

	One Unit	Extended Unit's (3)
Contract Price	$28,208.80	$84,626.40
factory order	$0.00	$0.00
Tax (10.0000 %)	$2,820.88	$8,462.64
Tire fee	$8.75	$26.25
Total	$31,038.43	$93,115.29

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

ENGINE	
Code	**Description**
99P	ENGINE: 2.7L V6 ECOBOOST, -inc: auto start-stop technology (STD)
TRANSMISSION	
Code	**Description**
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport (STD)
WHEELS	
Code	**Description**
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	**Description**
___	TIRES: P245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT
AXLE RATIO	
Code	**Description**
X19	3.55 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
85A	XL POWER EQUIPMENT GROUP, -inc: Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), Illuminated Entry, Power Front & Rear Windows, Perimeter Alarm, Power Tailgate Lock, MyKey
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Engine Oil Cooler, Upgraded Front Stabilizer Bar, Auxiliary Transmission Oil Cooler

422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others
96P	DROP-IN BEDLINER
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
52P	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port
50S	CRUISE CONTROL
___	XL POWER EQUIPMENT GROUP SAVINGS

OPTION PACKAGE

Code	**Description**
100A	EQUIPMENT GROUP 100A BASE

2019 Fleet/Non-Retail Ford F-150 XL 2WD SuperCab 8' Box 163" WB

WINDOW STICKER

2019 Ford F-150 XL 2WD SuperCab 8' Box 163" WB

CODE	MODEL	MSRP
X1C	2019 Ford F-150 XL 2WD SuperCab 8' Box 163" WB	$33,545.00
	OPTIONS	
99P	ENGINE: 2.7L V6 ECOBOOST, -inc: auto start-stop technology (STD)	$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport (STD)	$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	$0.00
___	TIRES: P245/70R17 BSW A/S, (STD)	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT	$0.00
X19	3.55 AXLE RATIO, (STD)	$0.00
85A	XL POWER EQUIPMENT GROUP, -inc: Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), Illuminated Entry, Power Front & Rear Windows, Perimeter Alarm, Power Tailgate Lock, MyKey	$1,170.00
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Engine Oil Cooler, Upgraded Front Stabilizer Bar, Auxiliary Transmission Oil Cooler	$595.00
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)	$0.00
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)	$0.00
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	INC
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others	$0.00
96P	DROP-IN BEDLINER	$350.00
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	$45.00
52P	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port	$420.00
50S	CRUISE CONTROL	$225.00
___	XL POWER EQUIPMENT GROUP SAVINGS	($500.00)
100A	EQUIPMENT GROUP 100A BASE	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$35,850.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,495.00
TOTAL PRICE	**$37,345.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport
3.55 Axle Ratio
GVWR: 6,500 lbs Payload Package
Transmission w/SelectShift Sequential Shift Control
Rear-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Harness and Trailer Sway Control
1800# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: P245/70R17 BSW A/S
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access

Reverse Opening Rear Doors
Manual Tailgate/Rear Door Lock
Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack (not available w/SYNC)
Radio w/Seek-Scan
Fixed Antenna
2 LCD Monitors In The Front

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Fixed Rear Windows
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Display
Front Center Armrest

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Automatic Emergency Braking
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera

CITY OF EL MONTE

OFFICE OF THE CITY MANAGER
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018
SUCCESSOR AGENCY TO THE EL MONTE
COMMUNITY REDEVELOPMENT AGENCY

December 5, 2018

The Honorable Mayor and City Council
City of El Monte and Members of the
Successor Agency Governing Board
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

This staff report has been prepared for the joint consideration and action of the City Council of the City of El Monte ("City Council") and the City Council serving as the governing board of the Successor Agency to the former El Monte Community Redevelopment Agency ("Successor Agency") at the City Council meeting scheduled for December 18, 2018. Staff presents the following item for City Council consideration:

CONSIDERATION AND ADOPTION OF A RESOULTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 19-20 AND THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2019-2020

IT IS RECOMMENDED THAT THE CITY COUNCIL AND THE SUCCESOR AGENCY:

1. Consider and adopt a resolution approving the Recognized Obligation Payment Schedule ("ROPS") 19-20 and the Successor Agency Administrative Budget for Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Health and Safety Code ("HSC") Section 34177(l) requires the Successor Agency to annually prepare and submit a ROPS prior to each ROPS period to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2019 to June 30, 2020, the statute requires that an Oversight Board-approved ROPS be submitted to the DOF and the County Auditor-Controller by no later than February 1, 2019. If the ROPS is not submitted by that deadline, the City of El Monte ("City") (as the City and not as the Successor Agency) will be subject to a civil penalty of $10,000 per day for each day it is late. These requirements for the ROPS took effect in 2012 as a

result of Assembly Bill ("AB") 1484 (Chapter 26, Statutes of 2012), which was enacted on June 27, 2012.

RECENT KEY LEGISLATIVE CHANGES TO ROPS PROCESS

On September 22, 2015, Governor Brown signed Senate Bill ("SB") 107, which went into effect immediately. SB 107 made several changes to the HSC sections that establish the ROPS process. Two of the key changes are summarized below.

Countywide Oversight Boards

HSC Sections 34179 to 34181 required that a local oversight board be created for each successor agency. Oversight boards have broad authority to:

- Determine meeting dates at which successor agencies must submit items;
- Set administrative budgets;
- Approve enforceable obligations; and
- Otherwise direct successor agencies to perform activities to wind down the former redevelopment agencies.

SB 107 mandated that the local oversight boards be replaced by countywide oversight boards on July 1, 2018. Pursuant to Health and Safety Code Section 34179(j), the County of Los Angeles created five countywide boards to serve the large number of successor agencies in the county. The five countywide boards took effect on July 1, 2018, at which point all local oversight boards in the county (and the rest of the state) were dissolved. The El Monte Successor Agency is one of 23 successor agencies within the jurisdiction of the County of Los Angeles' First District Consolidated Oversight Board ("First District Oversight Board").

The First District Oversight Board's first meeting was on July 23, 2018. Unless cancelled, meetings are held on the second and fourth Monday of each month at 9:00 a.m. at Mt. San Antonio College at 1100 North Grand Avenue in Walnut, California. The County of Los Angeles staff person designated as the contact person for inquiries about the County of Los Angeles' Consolidated Oversight Boards is Rhonda Rangel.

The Successor Agency intends to bring its ROPS 19-20 before the First District Oversight Board for its consideration at its meeting scheduled on January 14, 2019. All Successor Agency agenda items must be submitted via e-mail at least 15 business days prior to the meeting date. The submittal deadline for the January 14, 2019 meeting is December 24, 2018. In order to allow the Successor Agency to approve ROPS 19-20 prior to submittal to the First District Oversight Board by the December 24 deadline, the Successor Agency is considering approval of the ROPS at this time, which is about a month earlier than in previous years, when the Successor Agency's local oversight board was still in effect.

Last and Final ROPS Option

Beginning January 1, 2016, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval by its oversight board and the DOF if all of the following conditions are met:

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;

2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and

3. The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The submission of a Last and Final ROPS reduces the administrative burden on successor agencies, as it eliminates the need to prepare a ROPS and complete the ROPS approval process every year. However, once the DOF approves a successor agency's Last and Final ROPS, it can be amended only twice. Additionally, DOF has been limiting annual administrative allowances to approximately $5,000 per enforceable obligation for successor agencies with an approved Last and Final ROPS. At this point, to allow for greater flexibility, Successor Agency staff prefers to continue submitting the annual ROPS, rather than submitting a Last and Final ROPS.

ROPS 19-20 ENFORCEABLE OBLIGATIONS

The ROPS 19-20 contains many of the same enforceable obligations listed on the last ROPS. There are no new line items on the ROPS. The ROPS 19-20 line items include the following:

- Administrative allowance (Line Item #3), which is limited to the greater of $250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") revenue distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency ("RDA") loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former RDA loan repayments. In the Successor Agency's case, the maximum allowable ROPS 19-20 administrative allowance is $250,000, which is the amount being requested. The Successor Agency's Fiscal Year 2019-20 Administrative Budget is included as Exhibit B to the resolution;
- 2010 Lease Revenue Bonds payments and trustee fees (Line Items #12 to #15 and #86);
- Development costs associated with the Transit Village Project (Line Item #63; note that the fund source is bond proceeds, rather than RPTTF);

- 2017 Bonds debt service payments, trustee fees, and continuing disclosure costs (Line Items #69, #97, #98); and
- HUD Section 108 loan repayment and trustee fee (Line Items #91 and #94). The HUD Section 108 loan funds were received in 2004 and utilized for the development of the Peck/Ramona Triangle retail site.

ROPS 19-20 does not include repayment of any City loans made to the former RDA prior to redevelopment dissolution. The Successor Agency listed some of these loans on prior ROPS and provided DOF the relevant executed loan agreements between the City and the former RDA and resolutions of the City and former RDA approving the agreements. However, DOF has consistently denied repayment, because the Successor Agency is unable to provide evidence of the transfers of funds between the City and former RDA, which took place in the late 1980's, 1990's, and early 2000's. It is staff's understanding that DOF has also denied other successor agencies' City/RDA loans because of the agencies' inability to provide evidence of the transfer of funds, and at least one successor agency is pursuing litigation regarding this matter. City staff will monitor the outcome of that litigation.

ROPS 19-20 CASH BALANCE AND FUND SOURCES

As reported on the Cash Balances tab of the ROPS 19-20 form, the Successor Agency had $1,441,105 of bond proceeds and $484,188 of cash as of the end of the ROPS 16-17 period. Of the $484,188 cash amount:

- $418,543 is RPTTF that was designated by DOF during the approval process for the last ROPS to be spent in the current ROPS 18-19 period;

- $15,837 is RPTTF that is available to be spent in the ROPS 19-20 period; and

- $49,808 is non-RPTTF funds ("Other Funds"), which includes rent and interest income. This amount is also available to be spent in the ROPS 19-20 period.

DOF will likely ensure that the Successor Agency's approved ROPS 19-20 distribution amount accounts for the $65,645 amount of RPTTF and non-RPTTF funds that the Successor Agency already has available to be spent in the ROPS 19-20 period.

Pursuant to HSC Section 34186(c), the Successor Agency submitted a ROPS 16-17 Prior Period Adjustment ("PPA") form to the Los Angeles County Auditor-Controller by the October 1, 2018 deadline. The 16-17 PPA form reports the amount of the Successor Agency's ROPS 16-17 distribution that was unspent as of the end of the ROPS 16-17 period, which was $0 in the Successor Agency's case.

OVERSIGHT BOARD AND DOF REVIEW

Again, the Successor Agency intends to bring its ROPS 19-20 before the First District Oversight Board at its January 14, 2019 meeting. After obtaining the First District Oversight Board's approval, Successor Agency staff will then electronically transmit the ROPS 19-20 to the DOF and the Los Angeles County Auditor-Controller.

Upon receipt of an Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer via on disputed items via phone call or in person. DOF has until 15 days prior to the date for property tax distribution to make its final decision after the meet and confer. The RPTTF distribution dates for ROPS 19-20A and 19-20B are on or about June 1, 2019 and January 2, 2020, respectively.

It is respectfully requested that the Successor Agency approve and adopt the resolution approving the ROPS 19-20, which accompanies this memorandum as Attachment No. 1. The ROPS form is included as Exhibit A to the resolution, and the Successor Agency's Fiscal Year 2019-20 Administrative Budget is included as Exhibit B to the resolution.

CONCLUSION

Staff recommends that the City Council and the Successor Agency approve the Recognized Obligation Payment Schedule ("ROPS") 19-20 and Administrative Budget for the July 1, 2019 through June 30, 2020 period.

Respectfully submitted,

ALEXANDER HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

DAVID F. GONDEK
Assistant City Attorney

Attachments:

1. Resolution Approving ROPS 19-20
2. Exhibit A to the Resolution: ROPS 19-20
3. Exhibit B to the Resolution: ROPS 19-20 Administrative Budget

DATE: December 18, 2018
PRESENTED TO THE SUCCESSOR AGENCY
☐ APPROVED
☐ DENIED
☐ PULLED
☐ RECEIVED AND FILE
☐ CONTINUED
☑ REFERRED TO
CHIEF DEPUTY CITY CLERK

SA RESOLUTION NO. SA -____

A RESOLUTION OF THE CITY OF EL MONTE AS THE SUCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020

WHEREAS, by virtue of the enactment of Health and Safety Code ("HSC") Section 34173(d), the City of El Monte ("City") is the successor agency to the former El Monte Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, pursuant to HSC Section 34177(m), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each 12-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to the oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF for review and approval; and

WHEREAS, pursuant to HSC Section 34177(m), the ROPS for the period beginning July 1, 2019 and ending June 30, 2020 ("19-20") shall be submitted to the oversight board and DOF no later than February 1, 2019; and

WHEREAS, pursuant to HSC Section 34177(m)(2), if a successor agency does not submit a ROPS by the aforementioned deadline, the city, county, or city and county that created the redevelopment agency shall be subject to a civil penalty equal to ten thousand dollars ($10,000) per day for every day the schedule is not submitted to DOF; and

WHEREAS, HSC Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the oversight board for approval; and

WHEREAS, pursuant to HSC Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" to this Resolution establishes the ROPS 19-20 and Exhibit "B" to this Resolution establishes the administrative budget for July 1, 2019 through June 30, 2020 in a manner consistent with that prescribed by DOF; and

WHEREAS, pursuant to HSC Section 34179(j), as of, on, and after July 1, 2018, there shall be only one oversight board staffed by the county auditor-controller in every California county, with the exception of the County of Los Angeles, which shall have one oversight board for each of the five supervisorial districts in the County of Los Angeles; and

WHEREAS, the consolidated oversight board overseeing the Successor Agency is the First District Consolidated Oversight Board of Los Angeles County ("First District Oversight Board"); and

WHEREAS, as of July 1, 2018, the County of Los Angeles Auditor-Controller established the First District Oversight Board (inclusive of the five oversight boards in the County of Los Angeles) in compliance with HSC Section 34179(j), which serves as the oversight board to the successor agencies located within the boundaries of the First Supervisorial District of Los Angeles County, including the Successor Agency; and

WHEREAS, every oversight board, including both the Successor Agency's prior local oversight board and this newly established First District Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues under HSC Section 34188; and

WHEREAS, the County of Los Angeles' First District Oversight Board is expected to consider approval of the ROPS 19-20 and the administrative budget for July 1, 2019 through June 30, 2020 on January 14, 2019; and

WHEREAS, the Successor Agency desires to approve the ROPS 19-20 along with the administrative budget for July 1, 2019 to June 30, 2020 and transmit it to the First District Oversight Board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF as required by HSC Section 34172, et seq.

NOW THEREFORE, BE IT RESOLVED THAT THE SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, PASS, AND APPROVE AS FOLLOWS:

SECTION 1. **Recitals** The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. **Approval of ROPS 19-20 and Administrative Budget** The Successor Agency to the former El Monte Community Redevelopment Agency hereby approves and adopts the ROPS in the form attached hereto as Exhibit "A" and the administrative budget for the July 1, 2019 through June 30, 2020 period in the form attached hereto as Exhibit "B," as required by Assembly Bill ("AB") X1 26, enacted during the 2011 legislative year, and AB 1484, enacted during the 2012 legislative year.

SECTION 3. **Submittal of ROPS 19-20 and Administrative Budget** Staff is hereby authorized and directed to submit the ROPS 19-20 and the administrative budget to the First District Oversight Board and, following the First District Oversight Board's approval, to the State Department of Finance and other bodies as required by law.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City of El Monte as the Successor Agency to the former El Monte Community Redevelopment Agency at its regular meeting on this 18th day of December, 2018.

_____
Andre Quintero
Mayor of the City of El Monte

ATTEST:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Catherine A. Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. SA-_____ was passed, approved, and adopted by the City Council of the City of El Monte as the Successor Agency to the former El Monte Community Redevelopment Agency, signed by the Mayor and attested by the City Clerk at a meeting of said City held on this 18th day of December 2018, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 19-20

El Monte Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail

July 1, 2019 through June 30, 2020

(Report Amounts In Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											19-20A (July - December)						19-20B (January - June)					
											Fund Sources						Fund Sources					
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20B Total
								$ 123,691,174		$ 5,210,028	$ 1,441,105	$ 0	$ 0	$ 2,421,939	$ 125,000	$ 3,988,044	$ 0	$ 0	$ 0	$ 1,096,984	$ 125,000	$ 1,221,984
2	County Loan	Miscellaneous	12/1/2012	12/1/2032	County of Los Angeles	LA County Loan	Various	0	Y	$ -						$ -						$ -
3	Other Funding (ROPS Detail)	Admin Costs	7/1/2014	7/15/2048	Successor Agency	Admin Costs	Various	7,250,000	N	$ 250,000					125,000	$ 125,000					125,000	$ 125,000
12	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	2/1/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series A	Northwest Loans 2C + 2D	7,195,138	N	$ 154,454				77,227		$ 77,227				77,227		$ 77,227
13	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	2/1/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series A	Valley_Durfee Loans 1I + 1J	14,243,469	N	$ 305,752				152,876		$ 152,876				152,876		$ 152,876
14	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	2/1/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series B	Northwest Loans 2C + 2D	552,188	N	$ 103,343				9,041		$ 9,041				94,302		$ 94,302
15	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	2/1/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series B	Valley_Durfee Loans 1I + 1J	1,093,117	N	$ 204,574				17,898		$ 17,898				186,676		$ 186,676
17	City / County Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	3/1/2007	12/31/2041	Los Angeles County	Gibson Park Advance	Northwest	809,797	N	$ -						$ -						$ -
19	City/Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	3/1/2004	6/30/2015	City of El Monte	Nelson Honda Jobs Grant & Spirit Honda	Center Loans 2A+2D+2G	2,081,503	N	$ -						$ -						$ -
20	City/Agency Loan (proposed)	City/County Loans After 6/27/11	1/1/2013	6/30/2013	City of El Monte / Successor Agency	TV LLC - Cross Complaint	Downtown & Northwest	100,000	N	$ -						$ -						$ -
24	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	1/1/2000	10/11/2030	City of El Monte	CDBG - Longo Expansion	Center Loan 1-H	1,864,700	N	$ -						$ -						$ -
26	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1995	7/14/2039	City of El Monte	CDBG (R582) Orchard	Downtown Loan 2-B	73,444	N	$ -						$ -						$ -
28	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1998	10/11/2030	City of El Monte	CDBG Community Reinvestment Fund Loan (CRF, R-626)	Center Annex Loan 1-I	1,137,700	N	$ -						$ -						$ -
30	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/2006	12/14/2044	City of El Monte	ERAF Loan (R-727)	Northwest Loan 1-I	293,194	N	$ -						$ -						$ -
31	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/2004	7/15/2048	City of El Monte	ERAF Loan (R-727)	Valley_Durfee Loan 1-C	288,093	N	$ -						$ -						$ -
32	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1993	7/14/2039	City of El Monte	ERAF Loan	Downtown Loan 2-G	102,615	N	$ -						$ -						$ -
33	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1992	10/11/2030	City of El Monte	ERAF Loan	Center Loan 1-I	97,431	N	$ -						$ -						$ -
34	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-Infrastructure	7/1/2003	7/15/2048	City of El Monte	Loan from the City of El Monte for Formation	Valley_Durfee Loan 1-D	85,381	N	$ -						$ -						$ -
35	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	9/19/2005	7/15/2048	City of El Monte	Improvement Costs (R8741)	Valley_Durfee Loan 1-D	255,889	N	$ -						$ -						$ -
36	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1991	7/14/2039	City of El Monte	UDAG (R417, 452)	Downtown Loan 2-F	1,328,548	N	$ -						$ -						$ -
37	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1986	7/14/2039	City of El Monte	(R-251, R-360,364)	Downtown Loan 1-D	2,548,388	N	$ -						$ -						$ -
38	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1992	7/14/2039	City of El Monte	(R-426) Nelson Honda	Downtown Loan 1-E	397,761	N	$ -						$ -						$ -
39	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-Infrastructure	6/30/1992	7/14/2039	City of El Monte	(R-436) Orchard	Downtown Loan 1-F	28,738	N	$ -						$ -						$ -
40	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1995	7/14/2039	City of El Monte	(R-598) Food Barn	Downtown Loan 1-G	125,906	N	$ -						$ -						$ -
41	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/1/2007	7/14/2039	City of El Monte	DDA Festival-Capri Santa Fe Trail (Developer)	Downtown Loan 3-A	1,304,325	N	$ -						$ -						$ -
42	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/1/2007	7/14/2039	City of El Monte	City Cooperation Agreement (Festival)	Downtown Loan 3-A	5,797,000	N	$ -						$ -						$ -
43	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	9/1/1986	10/11/2030	City of El Monte	(R-383, 357, 222)	Center Loan 1-C	2,425,621	N	$ -						$ -						$ -
44	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	4/1/1996	10/11/2030	City of El Monte	K-Mart Deferred Fees	Center Loan 1-D	212,384	N	$ -						$ -						$ -
45	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	1/1/2000	10/11/2030	City of El Monte	Longo Expansion	Center Loan 1-E	4,309,200	N	$ -						$ -						$ -
46	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	8/19/2004	10/11/2030	City of El Monte	Longo Construction	Center Loan 2-E	4,252,000	N	$ -						$ -						$ -
47	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/2003	10/11/2030	City of El Monte	Longo New Jobs Grant Agreement	Center Loans 2C+2F	3,476,875	N	$ -						$ -						$ -
48	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1986	10/11/2030	City of El Monte	(R-356, 385)	Center Annex Loan 1-C	1,299,706	N	$ -						$ -						$ -
49	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1986	12/14/2044	City of El Monte	(R-221, 296, 323, 337, 391)	Northwest Loan 1-A	3,263,170	N	$ -						$ -						$ -
50	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1991	12/14/2044	City of El Monte	(R-411, 465)	Northwest Loan 1-B	884,017	N	$ -						$ -						$ -
51	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1992	12/14/2044	City of El Monte	(R-484)	Northwest Loan 1-C	606,300	N	$ -						$ -						$ -
52	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	7/1/1994	12/14/2044	City of El Monte	(R-463)	Northwest Loan 1-D	158,085	N	$ -						$ -						$ -
53	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	6/30/1995	12/14/2044	City of El Monte	(R570)	Northwest Loan 1-F	253,875	N	$ -						$ -						$ -

El Monte Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail

July 1, 2019 through June 30, 2020

(Report Amounts In Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											19-20A (July - December)						19-20B (January - June)					
											Fund Sources						Fund Sources					
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20B Total
63	Transit Village Project - El Monte Gateway TOD Project	Bond Funded Project – Pre-2011	6/21/2007	6/1/2029	Various Public Works contractors and engineering service providers.	Bond Proceeds to be used for public infrastructure improvements for the El Monte Gateway TOD project pursuant to Bond Trust Indenture on public infrastructure improvements that specifically benefit low mod housing production in TOD projects.	Downtown & El Monte Center	1,441,105	N	$ 1,441,105	1,441,105					$ 1,441,105						$ -
69	Continuing Disclosure Costs	Bonds Issued On or Before 12/31/10	6/21/2007	6/1/2029	RSG, Inc.	Required annual continuing disclosure required for administration of the 2007 Senior and Subordinate Bonds	Various	92,250	N	$ 6,400						$ -				6,400		$ 6,400
86	2010 Trustee Fee	Fees	8/1/2011	2/1/2041	Bond Trustee	2010 Lease Revenue Bonds Trustee Fee	Various	105,000	N	$ 5,000						$ -				5,000		$ 5,000
91	Peck/Ramona Triangle HUD Section 108 Loan (formerly line 27)	City/County Loan (Prior 06/28/11), Other	8/1/2004	8/1/2024	City of El Monte	CDBG Gabaee Loan Section 108 Loan - Peck/Ramona Triangle	Downtown Loan 2-K	2,273,675	N	$ 477,344				477,344		$ 477,344						$ -
94	HUD Section 108 Loan Trustee Fee	Fees	5/26/2015	8/1/2024	Bond Trustee	Peck/Ramona Triangle HUD Section 108 Loan Trustee Fee	Downtown Loan 2-K	10,000	N	$ 2,000				2,000		$ 2,000						$ -
96	Reimbursement of July 2012 True-up Payment	Miscellaneous	7/1/2012	6/30/2016	City of El Monte	Reimbursement of July 2012 true-up payment, which the Successor Agency was erroneously charged	Various	343,610	N	$ -						$ -						$ -
97	2017 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	9/1/2017	3/1/2048	City / Bond Trustee	2017 Tax Allocation Refunding Bonds	Various	49,030,004	N	$ 2,255,056				1,685,553		$ 1,685,553				569,503		$ 569,503
98	2017 Bonds Trustee Fee	Fees	9/1/2017	3/1/2048	Bond Trustee	2017 TABS Trustee Fee	Various	150,000	N	$ 5,000						$ -				5,000		$ 5,000
99									N	$ -						$ -						$ -
100									N	$ -						$ -						$ -
101									N	$ -						$ -						$ -
102									N	$ -						$ -						$ -
103									N	$ -						$ -						$ -
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132									N	$ -						$ -						$ -
133									N	$ -						$ -						$ -
134									N	$ -						$ -						$ -
135									N	$ -						$ -						$ -

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2019-20 ADMINISTRATIVE BUDGET

	Annual Budget
Professional Services:	
Professional Consulting Services	$ 38,500.00
Contract Work (surveys, appraisals, etc.)	19,000.00
Audit Services and State Reporting	12,000.00
Legal Services	80,000.00
Ongoing Administrative Functions:	
Staff Time	90,500.00
PMP Property Marketing	6,000.00
Travel (Meet and Confer with DOF)	4,000.00
Grand Total:	**$ 250,000.00**

CITY OF EL MONTE

ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018

December 10, 2018

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING (I) CONDITIONAL USE PERMITS NOS. 07-18, 08-18, 09-18, A MITIGATED NEGATIVE DECLARATION, AND A MITIGATION MONITORING, AND REPORTING PROGRAM; AND (II) THE INTRODUCTION AND FIRST READING OF AN UNCODIFIED ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 02-18 WITH GSC HOLDING GROUP, LLC FOR THE OPERATION OF MEDICINAL ONLY CANNABIS CULTIVATION, MANUFACTURING, AND DISTRIBUTION AT 4400 TEMPLE CITY BOULEVARD

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose questions to staff;
4. Allow members of the public to offer comment;
5. Pose follow up questions to staff;
6. Close the public hearing; and
7. Approve, by motion, (i) a Resolution (Attachment 1) approving Conditional Use Permits Nos. 07-18, 08-18, 09-18, a Mitigated Negative Declaration, and a Mitigation Monitoring, and Reporting Program; and (ii) the introduction and first reading of an Uncodified Ordinance (Attachment 2) approving Development Agreement No. 02-18 with GSC Holding Group, LLC for the operation of medicinal only cannabis cultivation, manufacturing, and distribution at 4400 Temple City Boulevard by no less than three (3) affirmative votes.

BACKGROUND

In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."

In 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP.

Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis.

On July 19, 2016, the City Council of the City of El Monte (the "City Council" of the "City") adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical "commercial cannabis activities," as defined under the MMRSA, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016.

The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved by California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).) Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. AUMA also created a state regulatory and licensing system governing the commercial cultivation,

testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis."

On September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive changes to MAUCRSA. The Bureau of Cannabis Control was established under MAUCRSA. Title 16, Division 42, Bureau of Cannabis Control, of the California Code of Regulations contains State drafted regulations governing the use and possession of medical and recreational cannabis. Title 16, Division 42 of the California Code of Regulations outlines procedures for handling cannabis waste (refer to Section 3.9.2.A); the transport, cultivation, production, and sale of cannabis products; security; licensing; and banking.

On November 8, 2017, the City Council of the City of El Monte adopted Ordinance No. 2924, which established a ban on medicinal and adult-use cannabis dispensaries, retailers, microbusinesses, and deliveries citywide and established regulations and a permitting process for medicinal-only cultivation, manufacturing, distribution, and laboratory testing in designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial) and O-P (Professional Office) zones (Attachment 3 – Ordinance No. 2924).

REQUEST

The Applicant requests the approval of Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18 for medicinal cannabis cultivation; MCCUP No. 08-18 for medicinal cannabis manufacturing; and MCCUP No. 09-18 for medicinal cannabis distribution; in accordance with El Monte City Ordinance No. 2924.

The Applicant, GSC Holding Group, LLC requests to conduct a commercial medicinal cannabis operation (the "Project") pursuant to El Monte City Ordinance No. 2924 within an existing 71,658 square foot industrial building located in the M-2 General Manufacturing zone. The proposed Project will be located on a 4.4 acre site with frontage along the east side of Ellis Lane/Temple City Boulevard. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. Medicinal and adult-use commercial cannabis *retail* activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The existing building will be

remodeled and the utilities will be upgraded to accommodate the proposed uses. Security features, including but not limited to, onsite security and security cameras, will be provided. A total of 93 parking spaces are proposed. Access to the Project site is provided via two (2) existing driveways located on the east side of Ellis Lane/Temple City Boulevard.

The following entitlements are requested pursuant to the requirements of Chapters 5.18 (Commercial Cannabis Activities), 17.24 (Conditional Use Permits), and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC):

- **Development Agreement No. 02-18** to vest certain development rights and provide community benefits to the City;
- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18** for medicinal cannabis cultivation;
- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 08-18** for medicinal cannabis manufacturing;
- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 09-18** for medicinal cannabis distribution; and
- Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Other permits will also be required, including building permits for the interior tenant improvements, new utility connections, and building occupancy. The Project Applicant intends to obtain the following state licenses: TYPE 3A Cultivation Indoor Medium License, TYPE 7 Manufacturer 2, and TYPE 11 Distributor License in order to effectuate commercial medicinal cannabis cultivation, manufacturing, and distribution. The Project Applicant will also be required to obtain additional operational licenses from the State, City, and County.

PLANNING COMMISSION REVIEW

The Planning Commission serves as the recommending body with the City Council making a final decision on the Project. While conditional use permits traditionally are approved or denied by the Planning Commission with the City Council only providing review upon an appeal of an underlying Planning Commission meeting, conditional use permits for authorized commercial cannabis activities require City Council review pursuant to Ordinance No. 2924. Planning Commission review of proposed Development Agreements is required under El Monte Municipal Code Section 17.84.120 and state law.

At the November 27, 2018 Planning Commission meeting, the Planning Commission (the "Commission") recommended approval of the Project to the City Council (Attachment 4 – Planning Commission Staff Report and Resolution No. 3527). There were nine (9) members of the public whom provided comments. Below is a summary of the comments expressed.

In Favor

- Two (3) El Monte residents and one (1) South El Monte business owner
- Located in industrial area
- California cities allow cannabis cultivation and manufacturing
- Children will not be allowed in the business
- No distribution/retail sales to the public
- Revenue generator for the City
- Medicinal benefits

Opposition

- Two (2) Temple City residents, one (1) Rosemead resident, one (1) Arcadia resident, and one (1) El Monte resident
- Cannabis is federally illegal
- Cash transactions
- Impacts to Fire and Police resources
- Traffic impacts
- Noise impacts
- Site contamination
- Adjacent to residential uses
- Odor impacts
- Impacts to children and schools

The Commissioners expressed the following issues/concerns:

- Cash transactions
- Applicant's experience with other cannabis business operations
- Security plan
- Odor control
- Local hiring
- Impacts on adjacent residential uses
- Traffic impacts
- Third-party review process
- Community benefits
- Cannabis Task Force

The Commission recommended approval of the Project to the City Council (3–1, 1 absent) subject to the added conditions of approval below. The added conditions of approval have been incorporated into the proposed Resolution for the City Council's consideration.

1. Applicant shall reimburse the City for any and all City-incurred costs related to Police and Fire calls for service directly related to the Applicant's intentional neglect and or violation of any condition use regulation.

2. A minimum of six (6) bicycle racks shall be provided.

3. Manufacturing and cultivation activities are allowed 7 days a week and shall occur between 9:00 AM to 7:00 PM. Distribution activities are allowed Monday through Friday and shall occur between 9:00 AM to 5:00 PM.

STATE LICENSING REQUIREMENT

Pursuant to the Medicinal and Adult-Use Cannabis Regulations and Safety Act, commercial cannabis activities require license from both the State and local jurisdiction in which such activities are proposed. Accordingly, any proposed commercial cannabis activity that could be potentially locally authorized by the Planning Commission cannot commence unless the Applicant applies for and obtains the necessary state licenses for such activity, which involves strict vetting and review by the State licensing authorities.

PROJECT DESCRIPTION

The proposed Project includes three (3) Medicinal Cannabis Conditional Use Permits, (one (1) for each use: cultivation, manufacturing, and distribution), and a Development Agreement (DA) for medicinal-only cannabis cultivation, manufacturing, and distribution activities within an existing, 71,658 square foot industrial building. The 4.44 acre Project site is zoned M-2 General Manufacturing and is located within the Northwest Area for medicinal cannabis activities. The distribution license would allow the Applicant to distribute medicinal-only products to a state and locally-authorized licensee, including medicinal wholesaler or dispensaries. Retail deliveries for sales to end-users are prohibited. Medicinal and adult-use commercial cannabis *retail* activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project.

The proposed Project will operate the manufacturing and cultivation facilities seven (7) days a week between the hours of 9:00 AM to 7:00 PM. The facility will be closed to the public 24 hours a day, seven (7) days a week. Non-employees will only be allowed to enter the facility with a permitted escort. Distribution hours will occur from 9:00 AM to 5:00 PM, Monday through Friday. All employees shall require employee background examinations and permits pursuant to El Monte Municipal Code Section 5.18.060 and must be at least twenty-one (21) years of age. Project plans are attached (Attachment 5 – Project Plans).

Site Development

The existing 71,658 square foot industrial building is currently occupied by a furniture wholesale company that is on a month-to-month lease. The land uses surrounding the Project site consist of industrial uses to the north, east and south, and residential uses to the west located within the City of Temple City. Access to the Project site is provided via

two (2) existing driveways located on the east side of Ellis Lane/Temple City Boulevard. The access driveway to the south will maintain the existing wrought-iron fencing and gate and will have a 24- hour manned security station. The driveway to the north will be exit-only. Both gates will have a Knox-box for access by the Police and Fire Departments. The Project requires a total of 75 parking stalls. The Applicant proposes to repave and stripe the parking lot to provide a total of 93 parking stalls.

Landscaping
The site will be improved with new landscaping along the Project frontage to include drought tolerant ground cover, five (5) 24" box cedars, and one (1) 24" box coast live oak. Existing trees, including palm trees are proposed to remain. A condition of approval will require the removal of palm trees in conflict with new proposed trees.

The southern property line includes recently planted crape myrtles to remain. The property line to the rear will include six (6) 24' box coast live oaks and shrubs. There will be an approximate 11,400 square foot landscaped area for employees with five (5) 24" box coast live oaks for shade.

Building Layout and License Types
The 71,658 square foot building will have five (5) areas consisting of two (2) cultivation areas (north cultivation area and south cultivation area) totaling 43,882 square feet, office areas, a manufacturing/extraction area, a distribution area, and common areas. The square footage of each area is provided in Table 1 below:

Table 1
Building Areas

Project Element	Description
Total Site Area	191,644 sq. ft. (4.4 acres)
Total Floor Area	71,658 sq. ft.
Office Space	4,493 sq. ft.
Manufacturing/Extraction Area	8,674 sq. ft.
Distribution Area	8,338 sq. ft.
Common Area	6,271 sq. ft
Cultivation Area	43,882 sq. ft.
Cultivation Canopy Area	12,555 sq. ft.
Parking	93 parking spaces and two (2) loading doors

Source: Architect Rob Mothershed. *Site Plan Package*. Plans dated September 24, 2018

The office area will consist of eight (8) offices, a classroom, video back up room, restrooms, vault and security rooms. The common area will consist of an employee wifi lounge, locker rooms, and outdoor terrace and patio areas.

Cultivation

Cultivation Areas

The cultivation area will be 43,882 square feet and will be divided into two (2) sections: north cultivation area and south cultivation area with a total canopy of 12,555 square feet. The Applicant will be applying for a Type 3A Cultivation; Indoor; Medium License with the California Department of Food and Agriculture (CDFA) CalCannabis Cultivation Licensing Division. The Type 3A License will allow for a canopy area of up to 22,000 square feet. The CDFA and LA County Fire Department will inspect the facility as part of the licensing requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CDFA and Fire Department prior to issuance of certificate of occupancy.

The north cultivation area will consist of a clone room, a mother room, five (5) vegetation rooms; ten (10) flower/bloom rooms with a total canopy area of 7,450 square feet; an airlock/airwash room; two (2) dry rooms; a water reservoir room; an employee room; and restrooms.

The south cultivation area will consist of a mother/clone room four (4) vegetation rooms; seven (7) flower/bloom rooms with a total canopy of 5,105 square feet; a water reservoir room; and an airlock/airwash room.

Cultivation Process

The total canopy area of 12,555 square feet is estimated to produce approximately 8,850 plants. By using efficient and advanced hydroponic cultivation techniques, the Applicant anticipates being able to harvest five (5) times per year and produce approximately 207,680 ounces of medicinal cannabis per year.

The Applicant will use organic growing methods in compliance with the Organic Foods Production Act of 1990 and will not use any fertilizers containing synthetic ingredients or any commercially blended fertilizers containing materials prohibited under the Act's organic certification program.

The Applicant will be using hydroponic cultivation techniques that are not tainted by hazardous chemicals or poisons and that do not harm the ecosystems. Best practices for the organic cultivation will include the following:

- Avoiding chemical pesticides through the use of natural pest control measures;
- Moderation of nutrient application;

- Avoid chemical pesticides through a holistic approach to pest management that emphasizes preventative measures;
- Soil-less hydroponics and incinerate all unused plant material under a limited-waste policy; and
- Adhere to strict nutrient schedules and will utilize highly efficient nutrient dosing technologies to minimize, if not eliminate, nutrient waste.

Medicinal cannabis will be cut, hang dried, trimmed and stored outside of the cultivation room. The plants will be naturally dried in a temperature-controlled room with adequate air circulation. Trimming will be done in a sterile room full of ample lighting, tables and chairs. Trimming entails cutting off any remaining plant matter (leaves, stems, etc.) from the dried medicinal plant. After the final medicine is trimmed from the plant, it will be placed in bins to remove any remaining moisture before weighing, packaging and labeling. This room where medical marijuana will be dried and stored will be highly secured. After the medical marijuana has finished curing it will be brought into a temperature-controlled room with minimal humidity and adequate air circulation efficient for the safekeeping and storage of medical cannabis. The cannabis will then be weighed, packaged, labeled, stored and then shipped.

Manufacturing
The proposed manufacturing/extraction area will measure 8,674 square feet. The Applicant proposes to manufacture and distribute cannabis concentrates in the form of vape pens and cartridges, etc. to licensed medicinal cannabis retail stores and product manufacturing facilities. Retail cannabis or cannabis product retail sales, or activities to an end-user is prohibited. The Applicant will be applying for a Type 7 Manufacturer License for extractions using volatile solvent with the California Department of Public Health (CDPH) Manufactured Cannabis Safety Branch. The CDPH and LA County Fire Department will inspect the facility and all equipment as part of the licensing requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CDPH and Fire Department prior to issuance of certificate of occupancy.

Carbon dioxide (CO_2) is used in the cannabis industry to increase plant growth and to produce concentrates. In addition to the liquid gas form, solid carbon dioxide or dry ice is also proposed for extraction processes. The manufacturing area will include a kitchen and product bottling area; a distillation room; a distillation freezer; a concentrate packaging room; a nitrogen packing room; a humidity closet; a live resin freezer; three (3) manufacturing rooms with equipment using carbon dioxide (CO_2) gasses; a purging room; trim room; file room; cleaning room; janitor's closet; manager's office; and storage room.

Distribution
The proposed distribution area will measure 8,338 square feet and will consist of a packing room with scales and shelves; two (2) flower drying rooms; a trim room, an airlock/airwash room; and a distribution room. This area will also include one (1) truck

loading door. The Applicant will be distributing to raw material suppliers (cultivators), other medicinal cannabis manufacturers, testing labs, other distributors, and licensed medicinal cannabis wholesalers and dispensaries. Retail cannabis or cannabis product retail sales, or activities are prohibited. Distribution and deliveries to end-users is prohibited. The Applicant will be applying for a Type 11 Distributor License with the California Bureau of Cannabis Control (CBCC). The CBCC and LA County Fire Department will inspect the facility as part of the licensing requirements. The CBCC will inspect the facility to ensure that the operations are in compliance with packaging and labeling requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CBCC and Fire Department prior to issuance of certificate of occupancy.

The distribution service will transport samples to licensed testing laboratories to ensure products produced comply with all State Cannabis regulations. The distribution service will also collect and pay taxes to the State of California and City of El Monte. Labeling and packaging of products will also be done at the distribution facility to ensure all products comply with City and State regulations. The distribution center will conduct quality assurance review of cannabis goods from the cultivation and manufacturing operations to ensure they comply with all packaging and labeling requirements.

All vehicles (climate control sprinter vans) and trailers used to transport cannabis goods will be required to have a motor carrier permit pursuant to Chapter 2 of the Vehicle Code. All vehicles will be equipped with GPS tracking systems and alarms. Vehicles will be parked inside the gated secured facility overnight and shall not park on the public streets. Cannabis goods transported inside of a vehicle or trailer shall not be visible or identifiable from the outside of the vehicle or trailer. Cannabis goods will be locked in a box, container, or cage that is secured to the inside of the vehicle or trailer. The vehicle and trailer shall be locked and secured when left unattended. Each of the vehicles shall have a valid registration and proof of insurance. Vehicles and trailers shall not contain any identifiable information on the exterior to advertise cannabis related businesses or activities.

Security Plan
The Applicant shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the commercial medicinal cannabis business. Access to the site will be controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors. Individuals will only be allowed to enter the facility with a permitted escort. Individual employees will also be equipped with panic software that could be uploaded onto their phones for use in case of an emergency. Other security features include 24-hour onsite uniformed security personnel, interior and exterior security cameras with 24-hour live-feed remotely accessible by the El Monte Police Department, motion sensor outdoor lighting, and blacked-out windows. City issued identification badges shall visibly worn by all staff and

non-staff at all times within the facility. All staff will have keycards and electronic pass codes to access the facility and restricted areas within the facility.

Surveillance cameras, sufficient to allow facial identification of anyone in or nearing the facility is proposed. All cameras shall be equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. The Applicant's CCTV camera system with digital recorder will include external video surveillance to cover all areas of possible ingress and egress; internal video surveillance to cover the common areas, reception office, the manufacturing rooms, cultivation rooms, and processing rooms. The cameras shall cover all areas where cannabis is present or handled, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7 and will have live-feed remotely accessible by the El Monte Police Department. The El Monte Police Department has reviewed the Project plans and security plan and provided conditions of approval. The Applicant shall obtain a final inspection by the Police Department prior to the issuance of a certificate of occupancy. The security plan shall be subject to periodic review by the Police Department and the Police Chief, or designee, may impose additional security measures to ensure that ongoing public safety concerns are addressed.

The Applicant is also proposing an Emergency Response Plan to include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

Diversion Prevention
To prevent diversion of cannabis the Applicant proposes to implement the following measures:

- Any personnel that is aware of any such theft or diversion will result in immediate termination for failure to report the incident to the Police Department;
- All cannabis while growing will be maintained in a secure and locked room that is accessible only by authorized persons. Cannabis that has been processed but not delivered to an authorized Manufacture will be in a compliant safe;
- Individuals who are not authorized to be in the cultivation facility and/or manufacturing premises will not be allowed access thereby reducing the threat of theft or diversion of cannabis;
- At the time of each purchase, the Applicant will verify the status of the registered manufacturing and/or delivery service in good standing;
- Implementing commercially available state-of-the-art supply chain tracking system that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing, Applicant's management will know that a serial number is unaccounted for;
- Compare average yields of products, whereby if products in particular areas are yielding less end product the Applicant can alert security to a possible concern; and

- Obtain delivery confirmations for each package delivered from authorized distribution personnel, and log that information into the record keeping system.

Cash Transactions
Cash payments shall be directly deposited into a drop slot safe, limiting the amount of cash circulating at the facility. The money will be removed from the safe and counted daily in a locked room as the facility will not store more than $200 in cash reserves overnight on the premises. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass code.

The Applicant shall contract with a duly-licensed, bonded and insured armored cash courier/security company for larger cash-in-transit transactions of $5,000 or more. The contract shall provide for the deposit of cash received in either a federally insured financial institution or offsite secured vaulting facility.

Disposal of Cannabis Waste
The Applicant shall comply with each of the State cannabis licensing agency's waste management requirements. Unused or surplus cannabis and its by-products is organic waste and shall be made unusable and unrecognizable by incineration onsite and mixed with soil for disposal. All unused or surplus cannabis and its by-products shall be weighed and documented and recorded on a form for tracking.

Pursuant to the Bureau of Cannabis Control § 5055 Cannabis Waste Management, a licensee may not sell cannabis waste and shall dispose of cannabis waste in a secured waste receptacle or in a secured area on the licensed premises. "Secure waste receptacle" or "secured area" means that physical access to the receptacle or area is restricted to the licensee and its employees and the local agency, or waste hauler franchised or contracted by a local agency. Public access to the designated receptacle or area is prohibited.

The Applicant shall be required to contract with a State-approved cannabis waste management company for the collection and processing of cannabis waste. The Applicant shall provide the City with the following information for proof of State-approved waste hauler, who will collect and process the licensee's cannabis waste:

- Company name and business address;
- Name of the primary contact person at the company and contact person's phone number.
- Obtain documentation from the entity hauling the waste that indicates the date and time of each collection of cannabis waste at the licensed premises; and hauling the waste confirming receipt of the cannabis waste at one, or more, of the following solid waste facilities:
    - A manned, fully permitted solid waste landfill or transformation facility;

- A manned, fully permitted composting facility or manned composting operation;
- A manned, fully permitted in-vessel digestion facility or manned in-vessel digestion operation;
- A manned, fully permitted transfer/processing facility or manned transfer/processing operation; or
- A manned, fully permitted chip and grind facility or manned chip and grind operation.

No cannabis product shall be disposed of in its packaging, and all cannabis products shall be unrecognizable and unusable at the time of disposal. Cannabis waste shall be entered into the track-and-trace system.

Track and Trace System
As required under State law and Ordinance No. 2924, the Applicant 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 track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

The Applicant shall employ an electronic point of sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of sales tracking from seed or inception to product distribution to other licensed medicinal cannabis facilities. Such approved system shall track all cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements. In addition, the Applicant shall comply with the California Department of Food and Agriculture Bureau of Cannabis Control Track and Trace (CCTT) System using the CCTT Metrc software which uses unique identifiers for reporting the movement of cannabis and cannabis products through the licensed cannabis distribution chain.

Labor and Employment Plan
The Project is anticipated to employ up to 46 people. Of the total number of jobs that will be created, approximately six (6) employees per shift will be allocated to the manufacturing facility (with a tentative maximum of two (2) shifts depending on demand); approximately ten 10 employees will be allocated per shift for the cultivation facility (two (2) shifts needed); and approximately (5) five employees will be allocated per shift for the distribution facility (with a tentative maximum of two (2) shifts depending on demand). Office/administration employees will consist of approximately four (4) support personnel.

The Applicant anticipates that it will employ 30 people in the first year of operations. The Applicant's main source of employees will be from the San Gabriel Valley with the

majority of the management team from the City of El Monte and neighboring communities. Management team will consist of a CEO/Executive Director, a Chief Financial Officer (CFO), a Medical Director (MD), and a manager. Over 90% of the employees will be local hires with a minimum of ten percent (10%) from persons residing in the City of El Monte. The Applicant proposes to pay salaries of "Living Wage" of 150% of the minimum wage mandated by California or Federal law, whichever is greater. All hires shall be provided with comprehensive job training to ensure their success in the organization. The Applicant will also provide medical insurance for all employees and paid holidays.

Additionally, per the Development Agreement, the Applicant shall enter into a Labor Peace Agreement with a bona fide labor organization and provide the City with evidence of such Labor Peace Agreement within ninety (90) days of the issuance of a certificate of occupancy. Such Agreement will protect employees from interference with labor organization and protect the Applicant from potential work stoppages.

Pursuant to City Ordinance No. 2924, all employees shall obtain a commercial medicinal employee work permit from the City prior to performing any work at any commercial medicinal cannabis business. Employees shall be at least 21 years of age, and shall undergo a LiveScan background check by the El Monte Police Department. The work permit shall be valid for a twelve (12) month period from issuance and shall be renewed with a background check on an annual basis. All employees shall wear a City issued identification badge with a photograph of the employee at all times. The identification badge shall be worn approximately chest-high on their outermost garment, in a prominent and visible location.

Odor Management Plan

The Project shall demonstrate that the odors and air circulation will not impact the employees' health and welfare nor the surrounding uses. The Applicant proposes the use of negative ion generators that use a negative charge to attract positively charged particles in the air. Negative air pressure and seals will be used throughout the entire exhaust system along with carbon filters, to prevent odors from escaping the building.

As a condition of approval, the Applicant shall be required to equip the facility with ventilation and exhaust systems designed to prevent odors from escaping or being detectable outside of the premises, from any adjacent property or public right-of-way, or in any common areas shared by employees or customers of other businesses. Such system shall be designed and installed by a licensed mechanical engineer, HVAC engineer or environmental engineer. Air quality is also discussed in the Environmental Review section of the staff report.

Community Relations

The Applicant shall provide the name, telephone number, and e-mail address of a community relations contact to whom notice of problems associated with the commercial

medicinal cannabis business can be provided. Each commercial medicinal cannabis business shall also provide the above information to all businesses and residences located within one hundred and fifty (150) feet of the commercial medicinal cannabis business.

During the first year of operation pursuant to EMMC Chapter 5.18, the owner, manager, and community relations representative from the business shall attend a quarterly meeting with the City Manager or designee(s) and other interested parties as deemed appropriate by the City Manager or designee(s), to discuss costs, benefits, and other community issues arising as a result of the Project operations. After the first year of operation, the owner, manager, and community relations representative from each such commercial medicinal cannabis business shall meet with the City Manager or designee(s) when and as requested by the City Manager or designee(s).

The Applicant shall work with the City to develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

DEVELOPMENT AGREEMENT AND COMMUNITY BENEFITS:

Pursuant to Ordinance No. 2924, a development agreement shall be entered into between the City and the Applicant, in accordance with Chapter 17.84 and setting forth the terms and conditions under which the medicinal cannabis facility will operate, including, but not limited to, community benefits, public outreach and education, community service, payment of fees and other charges. The draft development agreement is provided in Attachment 2.

The following provides a summary of the terms and deal points of the development agreement:

- **Term:** Ten (10) years with a maximum of two (2) ten (10) years extensions in the sole and absolute discretion of the City.

- **Community Benefits Fees:** In addition to the Applicant's obligation to compensate the City through its Regulatory Fees, the Applicant shall be obligated to provide Community Benefits as follows:

    - "Quarterly Community Benefits Fees." Within 20 days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the Project, Developer make payment to the City equivalent to its percentage of Gross Receipts, or other applicable fee metric, pursuant to the following fee schedule:

Cultivation	Eight Dollars ($8) per square foot of Canopy Space
Manufacturing	One and a Half Percent (1.5%) of Gross Receipts
Distribution	One Percent (1%) of Gross Receipts

- "Annual Community Benefits Fees." Within 90 days the City's issuance of a Certificate of Occupancy for the Project, the Applicant shall make a payment to the City in the amount of $175,000. Each calendar year following the calendar year in which the initial payment is made to the City, the Applicant shall make a payment to the City in the amount of $175,000 no later than January 15 of each such calendar year. The City may deposit such payments into a separate City fund (the "Community Benefits Fund") exclusively dedicated to investment in Community Benefits related to the Project.

- **Additional Community Benefits:**

  - Annual Thanksgiving Food Drive
  - Pictures with Santa Annual Toy Drive
  - Sponsorship and Collaboration with Local Charities and Organizations
  - Green El Monte - donate funds to beautify and increase the green spaces in the City.
  - Donations to Social Programs such as addiction treatment, family counseling, drug education, after school programs, tutoring programs, and local law enforcement programs.
  - Honoring Veterans – support the City of El Monte's commitment to Veterans Day by contribution funds for the special day and provide volunteers as needed by the City.

- **Labor and Employment:**

  - The Applicant shall provide a Living Wage to its employees.

  - The Applicant shall enter into a Labor Peace Agreement, and provide the City with evidence of such Labor Peace Agreement within 90 days of the City's issuance of a certificate of occupancy.

  - The Applicant shall utilize its reasonable best efforts to ensure that at least fifteen percent (15%) of its employees residing in the City, but the Applicant

warrants that at least ten percent (10%) of its employees shall be persons residing in the City.

- **Quarterly Reports:** In addition to the recordkeeping requirements set forth in El Monte Municipal Code Section 5.18.180, within 20 days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the Project, Applicant shall submit a so-called "Quarterly Report" to the City showing:
    - Gross Receipts for the immediate prior fiscal quarter received by the Applicant; and
    - A calculation of Quarterly Community Benefits Fees due to the City from Applicant for the immediate prior fiscal quarter.
- **Annual Review:** Pursuant to the Development Agreement Statute, the City shall conduct an annual review of the Applicant's good faith compliance with the development agreement. The City shall make reasonable efforts to conduct such review in conjunction with any applicable renewal application for a Commercial Medicinal Cannabis Business Permit, as required under El Monte Municipal Code Sections 5.18.090 and 5.18.110.

GENERAL PLAN CONSISTENCY:

The subject property is located in Northwest Industrial District Area of the Industrial Business Park land use designation. The General Plan states that the Northwest Industrial District's strategic location near population centers, and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The district's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The proposed use of commercial medicinal only cannabis cultivation, manufacturing and distribution will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City.

Specifically, the Project is consistent with the following General Plan goals and policies:

Land Use Element:

- Goal LU-7. Establish a diversified district of sustainable manufacturing, distribution, and technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.

- Policy LU-7.2 Adaptive Reuse. Work proactively with property owners of older, deteriorating industrial sites to facilitate necessary upgrades and creative adaptive reuse opportunities that meet the physical needs of modern industrial, manufacturing, and business uses.

Community Design Element:

- CD-7.12 Landscaping. Require landscaping on industrial sites to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:
    - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.
    - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the property from adjacent properties, neighborhoods, or thoroughfares.
    - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.
- CD-7.13 Loading. Require site loading and service areas to be as far as possible from the street front and ensure that such uses are adequately screened with high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.
- CD-7.14 Parking. Parking and paved areas should not be the dominant view of the industrial site; encourage employee and truck parking be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.
- CD-7.15 Operational Impacts. Promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:
    - Screen parking, storage, and service areas from public view with landscaped walls, berms, and appropriate landscaping.
    - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.
    - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas far from adjacent uses and public streets.
    - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

Zoning Code

The site is located within the M-2 General Manufacturing Zone. Section 17.24.040 of the EMMC requires the review and approval of a conditional use permit by the Planning Commission and the City Council for medicinal commercial cannabis activities (cultivation, distribution, manufacturing, and laboratory testing), in portions of the M-1

(Light manufacturing), M-2 (General Manufacturing), C-3 (General Commercial), and O-P (Professional Office) zones.

No such activity shall occur on a premises located within an eight hundred 800 foot radius of a public or private school (kindergarten through grade 12), day care center, or youth center, that is in existence at the time the permit is issued. The closest schools are Gidley Elementary School, 0.53 miles to the northeast and Shirpser Elementary School, located one-half mile to the southeast of the site.

No conditional use permit for such activity shall be valid without an accompanying and complementary development agreement entered into between the City and Applicant, or designee, adopted in accordance with Chapter 17.84 and setting forth the terms and conditions under which the medicinal cannabis facility will operate, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Public Notice and Public Comments

The scope of the required public noticing area for this public hearing, as required under EMMC Section 17.24.020.D.2, was expanded beyond the legal requirement of 300 feet by 200 hundred additional feet to 500 feet and included property owners and occupants. Public Notices were mailed out to property owners and occupants within 500 feet of the Project boundary on December 6, 2018 (Attachment 6). The mailing list included property owners and residents within the City of Temple City. Additionally, the Public Notice was published in the newspaper and two (2) notices were posted at the Project site on December 6, 2018. As of the writing of this report, staff has received 78 comment letter/emails. A summary of the main issues of concern and City responses are provided below. The full Response to Comments is provided in Attachment 7.

1. Impacts on neighboring cities/residents, quality of life

   The Project is located within the City's M-2 General Manufacturing zone which allows for by-right industrial uses such as manufacturing and distribution and requires a conditional use permit for uses within 150 feet of residential uses. Medicinal commercial cannabis activities are allowed within three (3) designated areas of the City, namely Northwest, East Valley Entryway and Flair Park, with a Medical Cannabis Conditional Use Permit. The Project site is located within the designated Northwest Area. Medicinal and adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public and will have an odor mitigation management plan to prevent the emission of odors.

2. Impacts on schools and children

   Ordinance No. 2924 prohibits cannabis activities on a premises located within an eight hundred 800 foot radius of a public or private school (kindergarten through grade 12), day care center, or youth center, that is in existence at the time the permit is issued. The closest schools are Gidley Elementary School, 0.53 miles (2,798 feet) to the northeast and Shirpser Elementary School, located one-half mile (2,640 feet) to the southeast of the site, La Rosa Elementary School, 0.59 miles (3,140 feet) to the northwest of the site, and Encinita Elementary School, 0.69 miles (3,644 feet) west of the site. Medicinal and adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public and therefore will not have a negative impact on schools or children. In addition, as part of the Community Relations requirement, the Applicant shall work with the City to develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

3. Safety and Crime impacts

   Please see discussion under Security Plan section of this staff report and the El Monte Police Chief's letter in Attachment 8.

   Medicinal and adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public; therefore the public will not have access to any products produced by the facility.

4. Social impacts: drug abuse, mental health

   Medicinal and adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public; therefore the public will not have access to any products produced by the facility. In addition, as part of the Community Relations requirement, the Applicant shall work with the City to develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

5. Odor impacts

   The Project shall demonstrate that the odors and air circulation will not impact the employees' health and welfare nor the surrounding uses. The Odor Management Plan includes the use of carbon filters/carbon scrubbers, air filters/air purifiers, air-tight seals in the exhaust systems, and negative air pressure to retain odor for treatment and prevent odor escaping into the ambient air. Please see additional discussion under the Environmental Review – Air Quality and Odor Management Plan sections of this report.

6. Traffic impacts

   The proposed Project will employ a total of 46 persons overall which translates to 92 to 184 (two (2) trips per employee with two (2) shifts) daily trips from the employees. Additionally, two (2) vans will be used for distribution purposes with two (2) deliveries per day for each van. Minimal additional trips will come from vendors and suppliers. As a result, the proposed Project's traffic impacts will be less than that compared to the existing uses or typical manufacturing uses with similar floor area. Please see additional discussion under the Environmental Review – Traffic section of this report.

7. Noise impacts

   The Project's operations shall be conducted indoors and shall comply with the City's Noise Ordinance. Future sources of noise generated on-site will include noise from vehicles traveling to and from the Project and noise emanating from back-up alarms and other equipment. The operation of the proposed Project will not expose future employees to excessive noise levels because the Project is not considered to be a noise sensitive land use. In addition, the operation of the facility will not expose the nearby sensitive receptors along the west side of Ellis Lane to excessive noise since interior noise will be further attenuated by the building's exterior shell. Additionally, the distance between the building and the nearby sensitive receptors will naturally aid the reduction of noise levels since noise levels decrease with distance. As a result, the proposed Project will not expose sensitive receptors to excessive noise levels and the potential impacts are considered to be less than significant.

8. Location of Project: belongs in rural area, clustered around Temple City border, homeless encampments

   The Project is located within the City's M-2 General Manufacturing zone which allows for by-right industrial uses such as manufacturing and distribution and requires a conditional use permit for uses within 150 feet of residential uses. Medicinal commercial cannabis activities are allowed within three (3) designated areas of the City with a Medical Cannabis Conditional Use Permit. Medicinal and

adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public. The homeless encampments occurred when the property was vacant and unoccupied. Once in operation, the site will be improved and fully secured.

9. Letters from City of Rosemead dated November 21, 2018 and December 12, 2018
    a. Inadequate Public Services: Potential Fire and Police calls for service impacting resources serving Rosemead (Sheriff's Department)

        The City of El Monte Police Department has adequate staffing to respond to any type of incident in a timely manner. The El Monte Police Department is a full service municipal police department that staffs the 10th largest police department in Los Angeles County. The police department has specialized units including: Detective Bureau Division, Special Investigations Team (SIT), whose primary function is illegal narcotic suppression, a Gang Suppression Unit, a S.W.A.T. Team, a Traffic Enforcement Division, an Air Support Bureau, a Service Area Policing Model, a Community Relations Department, and a Homeless Outreach Unit. In addition, the police department has a recently purchased a state-of-the-art armored vehicle.

        The police department has its own fully staffed Communications Center. All 9-1-1 and business related calls for service for the location in question are routed to the El Monte Police Department, and not any other public safety agency. It is very rare the El Monte Police Department utilizes other law enforcement agencies to assist in routine calls for service. The El Monte Police Department, just like every other public safety agency in the county, is part of the Los Angeles County Mutual Aid Program. The police department utilizes this agreement to obtain assistance from other law enforcement agencies during emergent situations that compromise public safety and are beyond the capabilities of the police department. For reference, this type of call for assistance has been utilized one (1) time this year by the El Monte Police Department for a traffic related call for service. Please see Letter from El Monte Police Chief (Attachment 8).

    b. Traffic analysis

        Please see response to No. 6 above.

10. Letters from Temple City dated November 26, 2018 and December 6, 2018
    a. CEQA process and environmental review

The City of El Monte oversaw the preparation of the Initial Study/Mitigated Negative Declaration. Through this process, the City evaluated the impacts of the proposed use on all of the mandatory CEQA issue areas. Potentially significant impacts were identified and mitigation measures will be implemented to reduce the impacts to less than significant levels.

b. Public Services: Fire and Police calls for services

Please see response to No. 9a above.

c. Transportation and Traffic

Please see response to No. 6 above.

d. Solid Waste Impacts

Please see discussion under Disposal of Cannabis Waste section of this report.

e. Cumulative impacts of other proposed facilities

Similar to any other industrial use, all future proposed cannabis facilities will require independent review by the City. Future operators will require a Medicinal Cannabis Conditional Use Permit, Development Agreement and Environmental Review to be reviewed by the Planning Commission and City Council.

11. Letter from Rosemead School District dated December 13, 2018

a. No environmental impact study conducted

Please see response to No. 10a above.

b. Increased traffic

Please see response to No. 6 above.

c. Handling of hazardous materials

Please see discussion under Environmental Review - Hazards and Hazardous Materials section of this report.

d. Water usage

The plants will be watered using a drip system which recycles condensation water from the air conditioning units. The Applicant

indicated that similar cannabis activities have an average water consumption of 2,543 gallons per day.

e. Cash transactions

Please see discussion under Cash Transactions section of this report.

f. Proximity to schools

Please see response to No. 2 above.

g. Impacts on businesses

The City's economic development vision is to bring in diverse businesses that will provide revenues necessary to enhance parks, facilities and provide additional community programming. Within the last year, the City has brought international chain hotels and renowned restaurants and stores. This project is another example of the City's efforts to diversify its revenue sources and business portfolio.

Furthermore, in 2017, the City approved an ordinance to ban retail cannabis sales while allowing highly regulated medicinal cannabis projects. This came after two (2) years of thoroughly researching the ideal regulations that would work in our community, and the process involved community and stakeholder feedback.

The City's action with this project follows business protocol. Further, the City's ordinance has set an unprecedented high standard for obtaining a conditional use permit, which the applicant has met on all levels. Halting this project would be a step backwards when our community is moving forward on a vision of economic development.

h. Impacts on properties

Communities that are home to thriving economic development areas see a rise in property values. El Monte and surrounding communities have also seen a positive trend with the arrival of new businesses. Property values will continue to rise as the City draws prominent businesses; to the extent that the City has also prioritized efforts to stabilize the housing market by developing affordable housing—an effort that is often not supported by neighboring cities.

Furthermore, scientific studies by renowned universities have found that cannabis businesses increase property values. Therefore, statements

indicating that there will be a negative financial impact on property values are unfounded.

CITY REVIEW PROCESS

Planning Staff and other City Departments and Divisions have reviewed the proposed Project through the City's internal application review process. This review process enables the various City Departments and Divisions (i.e., Planning, Building, Public Works/ Engineering, Police and County Fire Department) to thoroughly evaluate land use and development proposals for conformity with the provisions established in the City's Municipal and Zoning Code. Additionally, the review process ensures that each proposal is designed to be compatible with any existing land uses and structures on-site and on neighboring properties. In this way, the quality and economic health of local residential, commercial and industrial districts are appropriately maintained. Based upon the review of the Project, staff believes that the proposed Project conforms to the requirements of the City's General Plan and Zoning Code, and is compatible with the surrounding area. Conditions of approval are applied to the Project to address potential compatibility issues and enhance the Project to achieve greater consistency with the intent of the General Plan and Zoning Code.

Third-Party Review

Additionally, as part of the review process for commercial medicinal cannabis businesses, the Applicant's proposal was reviewed by the City's third-party consultant, HdL Companies whom reviewed the proposed Project and rated the proposed based on a merit-based point system as required by Resolution No. 9821. HdL Companies is the only consulting firm with professionals who have direct experience regulating cannabis operations at the local and state level. The areas of review included the following: location; neighborhood compatibility; business plan; qualification of owners; community benefits; safety and security plan; air quality plan; enhanced product safety; labor and employment; local enterprise; and conservation and sustainability. Applicant team was also interviewed by HdL Companies and a representative from the City's Finance Department, the Planning Division, the Police Department, and the LA County Fire Department. The Applicant team also underwent a thorough background investigation by HdL Companies and LiveScan through the El Monte Police Department.

State and City Permits Required

Should the Planning Commission and City Council approve the entitlements and prior to obtaining the Medicinal Commercial Cannabis Business Permit, the Applicant shall apply for and receive permits for all construction related permits. Permits would include, but not be limited to electrical, plumbing, Fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits (i.e. El Monte Building Division, El Monte Police Department, Los Angeles County Fire Department, Los Angeles County Public Health Department, utilities, El Monte Business License etc.). The following state

licenses are required: Type 3A license from the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, Type 7 license from the California Department of Public Health Manufactured Cannabis Safety Branch, and Type 11 license from the California Bureau of Cannabis Control.

Once all agencies have signed off on the permits and state licenses have been obtained, the City Manager will issue the Medicinal Commercial Cannabis Business Permit ("Permit"). The Permit is valid for twelve (12) months and shall be renewed annually.

ENVIRONMENTAL REVIEW

An Initial Study (IS) and Mitigated Negative Declaration (MND) in compliance with the requirements of the California Environmental Quality Act (CEQA) were prepared by Blodgett Baylosis Environmental Planning, a professional environmental consulting firm specializing in CEQA documentation and compliance. The IS/MND is included as Attachment 9. The IS/MND assessed the short-term, long-term and cumulative environmental impacts that could result from the proposed Project. The IS/MND analyzed the effects of the Project on the following environmental factors, as required by CEQA:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire
- Mandatory Findings of Significance

CEQA Document Public Review/Comment Period
A Notice of Availability and Intent to Adopt a Mitigated Negative Declaration was circulated on November 8, 2018. The public review period to provide comments on the environmental document was from November 8, 2018 to November 27, 2018. As of the date of this report the following comments have been received:

1. City of Rosemead
2. City of Temple City
3. Rosemead School District
4. Letters and Emails from the Public

Please see discussion under Public Notice and Public Comments section of this report.

Main Factors with Mitigation
Based on the evaluation of environmental impacts, mitigation measures were provided to reduce potential impacts related to Air Quality, Energy, Hazards & Hazardous Materials, to a less than significant level. All other issue areas were found to be less than significant or resulted in no impact. The following sections are descriptions of the main topic areas that required mitigation and special study.

Analysis of Environmental Impacts
The commercial medicinal cannabis use will involve cultivation, manufacturing, and distribution operations. The Project will utilize an existing 71,658 square foot industrial building. This existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use. The Project's implementation will not result in a loss of scenic views. No retail cannabis or cannabis product retail sales or activities will be permitted. No adult-use commercial cannabis activities will be authorized. The entire operational structure will be conducted completely within the existing 71,658 square foot industrial building. No cultivation, manufacturing or distribution will take place outside of the building.

Air Quality
A Project may be deemed to have a significant adverse environmental impact on air quality, if it results in any of the following: 1) Conflict with the obstruction of the implementation of the applicable air quality plan; 2) A violation of an air quality standard or contribute substantially to result in a cumulatively considerable net increase in an existing or projected air quality violation; 3) The exposure of sensitive receptors to substantial pollutant concentrations; or 4) the result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people.

The South Coast Air Quality Management District (SCAQMD) has established quantitative thresholds for short-term (construction) emissions and long-term (operational) emissions for the following criteria pollutants:

- *Ozone (O_3)* is a nearly colorless gas that irritates the lungs, damages materials, and vegetation.
- *Carbon monoxide (CO)* is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain and is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust.
- *Nitrogen dioxide (NO_2)* is a yellowish-brown gas, which at high levels can cause breathing difficulties.
- *Sulfur dioxide* (SO_2) is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels.
- *PM_{10} and $PM_{2.5}$* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively.

The Project would result in substantial emissions, such as odors or dust, adversely affecting a substantial number of people. Cannabis cultivation directly impacts air quality

in two (2) predominant operations; plant growth and extraction processes. Cannabis cultivation and, to a lesser degree, the manufacturing process, are often accompanied by the generation of strong odors. The majority of the odors of cannabis come from a class of chemicals called terpenes. Terpenes are among the most common compounds produced by flowering plants and vary widely between plants. Cannabis produces over 140 different terpenes and these chemicals are found in varying concentrations in different cannabis varieties. Tetrahydrocannabinol (THC), the cannabinoid primarily responsible for cannabis' psychoactivity, has no odor whatsoever. The type and potency of cannabis odors range widely from variety to variety, as do receptors' opinions regarding whether the odor is pleasant or objectionable.

The natural growth of the cannabis plants, and other processes at cultivation facilities, emit terpenes. Terpenes, known for their strong odor, are volatile organic compounds (VOCs). The Project Applicant will employ new technologies that will be beneficial to the odor control plan as time progresses including the following:

- *Carbon Filters.* Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter uses charcoal pellets to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.
- *Air Filters.* Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.
- *Negative Ion Generators.* The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.
- *Air-tight Seals.* The proposed facility will utilize air-tight seals throughout the facility. Predominately used in the exhaust system, these air tight seals will be used in order to keep the exhaust system efficient and effective.
- *Negative Air Pressure.* The Applicant will make use of negative air pressure in order to retain odor for treatment. This will help to serve as a safeguard of odor escaping into the ambient air until it can be treated using the techniques above. The Applicant will seal the facility, except for the intake and exhaust, which creates suction when exhaust fans are turned off. The proper use of both negative air and negative ion generators will efficiently expunge odor before leaving the facilities.
- *Staff Training.* The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The Project Applicant will be required to prepare an Odor Management Plan pursuant to Los Angeles County Department of Public Health construction guidelines. In addition, the entire cultivation process will occur in separate rooms. Airlock rooms are provided throughout the facility. These rooms provide additional odor suppression. The following mitigation measures will be required to control odors and to ensure that the indoor air is safe for the workers:

- ***Mitigation Measure No. 1 (Air Quality Impacts)***. The Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.

- ***Mitigation Measure No. 2 (Air Quality Impacts)***. Indoor air must be filtered so as to remove VOCs from the indoor air envelope. The filtration equipment must be installed prior to the issuance of an Occupancy Permit.

The above mitigation measures will reduce the potential impacts to levels that are less than significant.

Energy
A project may be deemed to have a significant adverse impact on the environment if it results in the following: A potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during Project construction or operation; and; A conflict with or obstruction of a State or local plan for renewable energy or energy efficiency.

As indicated in the Project description, a total of 1,900 grow lights will be installed. Each light will be 1,000 watts and the continuous load for the cultivation will be 1.68 million watts, with approximately 60% of the lights operating at one time. This translates into 1,680 kilowatts per day, which further translates into an estimated annual consumption of 613,200 kilowatts.

Because plants release water vapor through transpiration, indoor grow facilities also require substantial dehumidification to maintain approximately 50% to 60% relative humidity. If excess humidity is left unregulated, it can cause mold or mildew, potentially ruining a crop. Dehumidification is generally achieved mechanically by sub-cooling the air to remove water and then reheating the air to the desired supply air temperature through traditional dehumidification units or by absorbing moisture in the air through a desiccant dehumidifier. The indoor air conditioning will also require electrical consumption. The California Green Building Standards Code does not prevent a local jurisdiction from adopting a more stringent code as State law provides methods for local enhancements. The Project Applicant will be required to closely work with the Southern California Edison Company to identify existing and future strategies that will be effective in reducing energy consumption. The following mitigations will also be required:

- ***Mitigation Measure No. 3 (Energy Impacts).*** The facility must use of lighting equipment that will be energy efficient such as LED light fixtures.

- ***Mitigation Measure No. 4 (Energy Impacts).*** The installation of solar panels will be required as a means to reduce energy consumption.

- ***Mitigation Measure No. 5 (Energy Impacts).*** All appliances and indoor climate control equipment must be required to meet "Energy Star" ratings.

The aforementioned mitigations will be effective in reducing energy consumption and the environmental impacts to levels that are less than significant.

Hazards and Hazardous Materials
A Project may be deemed to have a significant adverse impact regarding hazards or hazardous materials if it results in any of the following: The creation of a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; The creation of 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; The generation of hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; Locating the Project on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 resulting in a significant hazard to the public or the environment; Locating the Project within an area governed by an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport that would result in a safety hazard or excessive noise for people residing or working in the Project area; The impairment of the implementation of, or physical interference with, an adopted emergency response plan or emergency evacuation plan; or the exposure of people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wild land fire.

The Project site is currently occupied by an existing industrial building that will be "repurposed" to accommodate the proposed use. Due to the age of the on-site improvements, construction related activities related to the requisite tenant improvements could reveal lead and/or asbestos-containing materials. Additionally, the routine transport, use or disposal of hazardous materials may create a significant hazard. As a result, the following mitigation measures are required:

- ***Mitigation Measure No. 6 (Hazardous Materials Impacts).*** The Applicant and the contractors must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials that may be encountered during tenant improvement activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permit for the interior

improvements. Any contamination encountered must be removed and disposed of in accordance with applicable laws prior to the issuance of the Building Permit.

- ***Mitigation Measure No. 7 (Hazardous Materials Impacts).*** The Applicant will provide a comprehensive listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes. The manner in which these materials are to be stored, handled, or disposed of must also be described. The Applicant will also be required to prepare a plan that indicates those protocols that must be adhered to in the event of an accident. This plan must be reviewed and approved by the County of Los Angeles Fire Department prior to the issuance of the Occupancy Permit.

The above referenced mitigations will ensure that the operators of the facility will comply with all pertinent requirements concerning worker safety and the storage, use, and handling of hazardous chemicals.

Traffic
The Project site is presently occupied by a furniture wholesale use. The Project as proposed will utilize the existing 71,658 square foot facility. No additional floor area will be added or removed. Even though the Project will not increase the size of the building's footprint, the Project's operational characteristics will result in different trip generation and distribution. As shown in Table 3, the existing land use currently generates 274 trips per day (refer to Table 3). Multiple service vehicles were noted during the field survey that was conducted for the Project site.

Table 3
Trip Generation for the Former Use

ITE Land Use/Project Scenario	ITE Code	Unit	Daily	AM Peak Hour	PM Peak Hour
				Total	Total
Trip Rates					
Manufacturing	140	KSF	3.82	0.73	0.73
Trip Generation					
Manufacturing	71,658	KSF	274	52	52
Source: ITE 9th Edition Trip Generation Rates					

The proposed Project will operate the manufacturing and cultivation facilities seven days a week between the hours of 9:00 AM to 7:00 PM. Distribution hours will occur from 9:00 AM to 5:00 PM, Monday through Friday. The distribution vehicles will consist of two (2) commercial vans with tinted windows. The Project is anticipated to employ up to 46 people. Assuming an estimated two (2) trips per employee, the Project will result in a minimum of 92 daily trips. Additionally, two (2) vans will be used for distribution purposes with two (2) deliveries per day for each van. Minimal additional trips will come from

vendors and suppliers. It is important to note that the Project does not include retail sales or retail cannabis or cannabis product deliveries, which typically generate 402 trips per 1,000 square feet. As a result, traffic impacts will be less than significant.

FISCAL IMPACT

Through the development agreement process, it is anticipated that the Project will generate revenues to the City. The specific amount would be established depending on the amount of sales that each license will generate and the terms of the Development Agreement applicable to the Project.

City monitoring and enforcement costs for permitted medicinal commercial cannabis businesses will be recovered through a separate annual medicinal commercial cannabis business permit on a cost-recovery basis. Such additional annual medicinal commercial cannabis business permit fee will be set by the City Council at a future date to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer, monitor, and enforce the medicinal commercial cannabis activities under EMMC Chapter 5.18.

CONCLUSION

It is recommended that the City Council consider and approve the proposed Resolution and first reading of an Uncodified Ordinance by no less than three (3) affirmative votes.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachments:

1. Resolution
2. Ordinance and Draft Development Agreement
3. City of El Monte Ordinance No. 2924
4. Planning Commission Staff Report and Resolution No. 3527
5. Project Plans
6. Public Hearing Notice, Radius Map and Site Posting
7. Response to Comments
8. El Monte Police Chief Letter
9. Initial Study/Mitigated Negative Declaration

DATE: December 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF EL MONTE, CALIFORNIA, APPROVING MEDICINAL CANNABIS CONDITIONAL USE PERMIT NOS. 07-18, 08-18, AND 09-18. 10-17, AND APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AUTHORIZING THE MEDICINAL-ONLY CULTIVATION, MANUFACTURING, AND DISTRIBUTION OF CANNABIS ON PROPERTY LOCATED AT 4400 TEMPLE CITY BOULEVARD, EL MONTE, CALIFORNIA.

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act ("CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.";

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) ("MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances;

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers;

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

WHEREAS, on July 19, 2016, the City Council of the City (the "City Council") adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical "Commercial Cannabis Activities," as defined under the MMRSA and in Section 1.4 of this Agreement, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016;

WHEREAS, on August 2, 2016 the City Council adopted Ordinance No. 2890 to reinforce existing permanent prohibitions on medical marijuana dispensaries and cultivation;

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

WHEREAS, On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 15, 2016, the City Council adopted Urgency Ordinance No. 2902 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation;

WHEREAS, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products. On December 6, 2016, Urgency Ordinance No. 2905 was adopted by the City Council to establish a temporary moratorium on nonmedical Commercial Cannabis Activities for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Urgency Ordinance No. 2907, on January 10, 2017;

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis";

WHEREAS, on September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive to MAUCRSA, including the removal

of the requirement that licensed premises remain "separate and distinct" for each license type;

WHEREAS, MAUCRSA grants local jurisdictions discretion over whether businesses engaged in Commercial Cannabis Activity may operate in a particular jurisdiction and, if authorized, where within such jurisdiction; and

WHEREAS, on November 8, 2017, the City Council adopted Ordinance No. 2924, which established a ban on medicinal and adult-use cannabis dispensaries, retailers, microbusinesses, and deliveries citywide and established regulations and a permitting process for medicinal-only cultivation, manufacturing, distribution, and laboratory testing in designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial) and O-P (Professional Office) zones (Attachment 1 – Ordinance No. 2924).

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. On September 25, 20108, GSC Holding Group, LLC, 19007 Garnet Way, Walnut, CA 91789 (Applicant) filed an application for Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, consisting of: 1) A Medicinal Cannabis Conditional Use Permit to allow medicinal cannabis cultivation; 2) A Medicinal Cannabis Conditional Use permit for medicinal cannabis manufacturing; 3) A Medicinal Cannabis Conditional Use Permit for medicinal cannabis distribution, and 4) Adoption of a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") to conduct commercial medicinal cannabis activities (the "Project") on a 4.44 acre site located at 4400 Temple City Boulevard, El Monte, California (the "Property"). Development Agreement No. 02-18, Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19 requires review and public hearings by both the City of El Monte Planning Commission (the "Planning Commission") and the City Council.

SECTION 3. This request is made pursuant to the requirements of City of El Monte Ordinance No. 2924 and El Monte Municipal Code Chapters 5.18, 17.24, and 17.84 which established regulations and a permitting process for medicinal-only cultivation, manufacturing, distribution, and laboratory testing is designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial, and O-P (Professional Office) zones . The property is located at 4400 Temple City Boulevard, El Monte, California, and described as follows, to-wit:

APN: 8577-001-043

In accordance with El Monte Municipal Code ("EMMC") Section 17.84.120, the Planning Commission conducted a duly noticed public hearing on November 27, 2018 to consider

the Development Agreement, MND, MMRP, and Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-19 and all related testimony and evidence in light of state law—including, without limit, the State Development Agreement Law—California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and the EMMC. After the conclusion of such public hearing, the Planning Commission adopted Planning Commission Resolution No. 3527, which recommended City Council approval of Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-19, the Development Agreement, MND, and MMRP. In accordance with EMMC Section 17.84.160, the City Council conducted a duly noticed public hearing at its December 18, 2018 regular meeting to consider the Development Agreement, MND, MMRP, and Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-19, in accordance with state law—including, without limit, the State Development Agreement Law—CEQA, the CEQA Guidelines, and the EMMC and considered all related testimony and evidence.

SECTION 4 - ZONING. That the property is located at the east side of Temple City Boulevard, within the M-2 (General Manufacturing) zone. The property is currently improved with a 71,658 square foot industrial building. The surrounding zoning and land use of the adjacent properties are as follows:

North:	C-3:	Regional Commercial
South:	M-2:	Industrial/Business Park
East:	M-2:	Industrial/Business Park
West:	Temple City:	Residential (Temple City)

SECTION 5 - ENVIRONMENTAL. That in accordance with the criteria and authority contained in the CEQA of 1970 and the CEQA Guidelines as amended, an Initial Study (IS) and MND were prepared to assess the short-term, long-term and cumulative environmental impacts that could result from the proposed Project and identify any required mitigation measures to reduce environmental impacts to less than significant. Possible impacts identified in the IS/MND include Air Quality, Energy, Hazards & Hazardous Materials. A Mitigation Monitoring and Reporting Program is incorporated into the Project, and agreed to by the Applicant, will reduce the impacts to less than significant.

SECTION 6 – GENERAL PLAN. That the 2011 El Monte General Plan land use designation for the property is Industrial/Business Park. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use, and will require the approval of a Development Agreement, Medicinal Cannabis Conditional Use Permit for cultivation, Medicinal Cannabis Conditional Use Permit for manufacturing, Medicinal Cannabis Conditional Use Permit for distribution, and adoption of a Mitigated Negative Declaration and Mitigation Monitoring Reporting Program, and such a development is consistent with the goals of the EMMC and the 2011 El Monte General Plan.

SECTION 7 – CONDITIONAL USE PERMIT FINDINGS. That all necessary findings for the granting of Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-18, pursuant to Section 17.24.050 of the El Monte Municipal Code can be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:
The proposed Project is consistent with the M-2 General Manufacturing zone of the surrounding area. The M-2 General Manufacturing zone allows the proposed Project to operate with the approval of the Planning Commission. The proposed Project also provides adequate buffering from the adjacent residential uses through large setbacks, and landscaping. The proposed Project will be required to comply with all Conditions of Approval including addressing the various operational activities on the property and reducing potential nuisance impacts between commercial uses and neighboring properties, and all Building & Safety, LA County Fire Department, Police Department, the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, the California Department of Public Health Manufactured Cannabis Safety Branch, and the California Bureau of Cannabis Control requirements. The permit and inspection process will ensure that the proposed Project complies with local and state regulations and development codes. Mitigation measures for air quality, energy, hazards and hazardous materials have will be implemented to ensure that environmental impacts are reduced to a less than significant level. The property is located in a General Manufacturing zone surrounded by industrial uses to the north, east, and south and residential to the west. Conditions of approval will ensure that the granting of the conditional use permits will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

B. The use applied for at the location is properly one for which a Conditional Use Permit is authorized.

Finding of Fact:
Pursuant to Section 17.24.040(37) of the El Monte Municipal Code, the proposed commercial medicinal cannabis use is permitted with the approval of a Medicinal Cannabis Conditional Use Permit by the City's Planning Commission and City Council and with the conditions of approval as proposed by staff. The use applied for at the location is properly one for which a Conditional Use Permit is authorized.

C. The site for the proposed use is adequate in size and shape to accommodate said uses; and that all yards, spaces, walls, fences, parking, loading, landscaping and other features required to adjust said use with the land and surrounding uses are provided.

Finding of Fact:
The proposed use will occupy an existing 71,658 square foot industrial building located on a 4.44 acre Project site in the M-2 General Manufacturing zone. There is no building

expansion proposed. All operations will occur within the building. The site for the proposed use is adequate in size and shape to accommodate the proposed use. The Project will exceed the parking requirements of the Zoning Code, and the landscaping will be improved to comply with EMMC Chapters 17.10 Landscaping and 17.11 Water Efficiency. The Project has demonstrated that it can meet the Zoning Code design intent and/or requirements. All yards, fences, parking, loading, and landscaping features proposed meet or exceed the Zoning Code requirements.

D. The site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

Finding of Fact:
Access to the site is provided by Ellis Lane/Temple City Boulevard. Currently, streets and intersections in the Project area operate at acceptable Levels of Service (LOS) and are projected to operate within acceptable LOS during the peak hours with development of the proposed Project and with other development and area wide growth. The streets comply with the standard design requirements set forth by the EMMC and are able to accommodate the amount of traffic that the proposed land use will generate.

E. The granting of such Conditional Use Permit will not adversely affect the purpose, goals, and policies of the El Monte General Plan of 2011.

Finding of Fact:
The subject property is located in Northwest Industrial District Area of the Industrial Business Park land use designation. The General Plan states that the Northwest Industrial District's strategic location near population centers, and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The district's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The proposed use of commercial medicinal only cannabis cultivation, manufacturing and distribution will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City.

Specifically, the Project is consistent with the following General Plan goals and policies:

Land Use Element:

- Goal LU-7. Establish a diversified district of sustainable manufacturing, distribution, and
  technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.
- Policy LU-7.2 Adaptive Reuse. Work proactively with property owners of older, deteriorating industrial sites to facilitate necessary upgrades and creative adaptive reuse opportunities that meet the physical needs of modern industrial, manufacturing, and business uses.

Community Design Element:

- CD-7.12 Landscaping. Require landscaping on industrial sites to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:
    - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.
    - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the property from adjacent properties, neighborhoods, or thoroughfares.
    - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.
- CD-7.13 Loading. Require site loading and service areas to be as far as possible from the street front and ensure that such uses are adequately screened with high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.
- CD-7.14 Parking. Parking and paved areas should not be the dominant view of the industrial site; encourage employee and truck parking be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.
- CD-7.15 Operational Impacts. Promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:
    - Screen parking, storage, and service areas from public view with landscaped walls, berms, and appropriate landscaping.
    - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.
    - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas far from adjacent uses and public streets.
    - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

Therefore, the proposed Project meets the intent of the General Plan and the granting of such Conditional Use Permits will not adversely affect the purpose, goals, and policies of the El Monte General Plan.

SECTION 8 – APPROVALS AND CONDITIONS. The City Council does hereby approve Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, and the adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this Project in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, subject to the following conditions:

General

1. The Project shall substantially conform to Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, (collectively the "Project Approvals") and the associated plans presented to the City Council on December 18, 2018.

2. The Project Approvals shall not become valid or effective until the City Council approves the Mitigated Negative Declaration and Development Agreement No. 02-18.

3. The Project Approvals as contained herein shall expire one (1) year from the date of effective approval thereof, unless prior to such date, building permits have been issued for the implementation of the Project, a time extension has been approved by the Planning Commission or the Development Agreement specifies a different expiration date.

4. A copy of the approving resolution(s) shall be printed or attached to the development plans that are to be submitted during the plan check process.

5. All applicable conditions shall be met or deemed to have been addressed by the Community and Economic Development Director or his designee prior to final inspection, and prior to occupancy of any buildings.

6. All Planning Division, Building Division, Code Enforcement Division, Engineering Division, and Police Department, and Los Angeles County Fire Department standards and conditions shall be complied with prior to the issuance of building permits.

7. All City and LA County Fire Department standards and conditions shall be implemented prior to final inspection and prior to occupancy of any building.

8. The Applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the Planning Commission Resolution prior to issuance of Building Permits for the proposed Project.

9. The following state licenses are required prior to issuance of the Medicinal Commercial Cannabis Business Permit: Type 3A license from the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, Type 7 license from the California Department of Public Health Manufactured Cannabis Safety Branch, and Type 11 license from the California Bureau of Cannabis Control.

10. The Project shall comply with City of El Monte Ordinance No. 2924 and Chapter 5.18 Commercial Cannabis Activities of the El Monte Municipal Code.

11. The Applicant shall at all times be responsible for operating in full compliance with all applicable state and local laws and regulations, including those that may change subsequent to the Effective Date of Issuance of this Permit. Applicant's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

12. In the event that state or federal laws or regulations enacted after the Date of Issuance of this Permit prevent or preclude compliance with one or more conditions of the Permit, such conditions of the Permit shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

13. Should any condition set forth in this Resolution conflict with any condition set forth in Chapter 5.18, such condition in this Resolution shall control.

14. Should any condition set forth in this Resolution be preempted with conflicting state law or its implementing regulations, such state law or regulation shall control.

Legal

15. By acceptance of the approval of the Project by the City, the Applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the Project from an action which may be brought within the time period provided for such actions or challenges under applicable law. The City shall promptly notify the Applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.

16. Subject to review and applicability by the Community and Economic Development Director, Public Works Director, and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to ensure that the property and all improvements located thereupon are properly maintained, the Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement with the City of El Monte which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney prior to issuance of a Certificate of Occupancy to the Applicant for the Project. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:
    a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved Project phasing etc.).
    b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, and/or restrictions on certain uses, including uses determined by the Planning Commission (or the City Council upon appeal) to be incompatible or inconsistent with any authorized uses; compliance with applicable State and/or federal

statutes and regulations, including but not limited to compliance with statutes and regulations regarding the appropriate operating guidelines for certain equipment (e.g., emissions standards, radio frequency emissions standards etc.);

c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
e. If the Applicant and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms.
f. The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the maintenance agreement.
g. The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.
h. The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.

17. From the date of approval by the City Council until the time when the City has accepted the property maintenance agreement/CC&R's for the development Project as provided in Condition No. 18, herein, the owner of the property shall maintain the property in a good condition. The words "...maintain the property in a good condition..." refer to:

a. The continuous maintenance of landscaping and vegetation on the property in a vigorous and weed free condition or if the property is unimproved, the prompt removal of weeds and volunteer vegetation on the property; and
b. The prompt removal of any debris or trash from the property regardless of whether such debris or trash is disposed on the property by third persons; and

c. The installation of temporary security fencing to limit unauthorized entry if the property is otherwise vacant in whole or in part; and
d. The installation on each vacant structure on the property of secure and tamper-proof door and window coverings to prevent trespass and illegal occupancy of such vacant structures; and
e. The prompt demolition or restoration of any structure on the property which has been materially damaged by fire or vandalism; and
f. The prompt removal of evidence of graffiti vandalism from any surface on the property, including graffiti as applied to temporary security fencing or to walls or structures including any wall or structure which is proposed for demolition; and
g. Other property maintenance and property security measures as may be indicated for the property under EMMC Chapter 8.59 or other applicable law.

Environmental Clean-Up

18. The owner of the property shall provide that each occupant or lessee of the property or any portion thereof contains a covenant on the part of each such occupant or tenant in favor of the owner of the property to cooperate with the installation, operation, and maintenance of soil vapor extraction facilities and other environmental clean-up facilities on the property, including, but not limited to, the demised portion of the property.

19. The Applicant shall cooperate with the installation, operation, and maintenance of soil vapor extraction facilities and other environmental clean-up facilities on the property including, but not limited to, the demised portion of the property.

Operations

20. Manufacturing and cultivation activities are allowed 7 days a week and shall occur between 9:00 AM to 7:00 PM. Distribution activities are allowed Monday through Friday and shall occur between 9:00 AM to 5:00 PM.

21. Graffiti shall be removed from any interior/exterior surfaces to the structures and improvements on the property within 24 hours following the application of the graffiti or within 24 hours of Applicant receiving notice of such graffiti by the City. Graffiti shall either be removed or the evidence of such vandalism painted over with a paint that has been exactly color-matched to the surface to which it is applied. If a non-painted surface, or where anti-graffiti coatings are used, graffiti may be removed with solvents or detergents, as appropriate.

22. Prior to commencing demolition and site preparation activities, the Project site shall be secured with a fence to prevent unauthorized access to the site and the fence shall contain a screening material to screen construction activities from view. The temporary screening fence shall be installed to the satisfaction of the Economic Development Department and shall be maintained in good condition (free of tears, holes, crack lines, debris, etc.) at all times. At the primary entrance to the site, the screening material shall be reduced to a maximum height of four feet to provide visibility into the site at all times and for public safety purposes. The Project site shall

also have a minimum of 2-3 signs of quality material depicting the proposed development, which shall include renderings, Project opening date, and City Council information. The signs shall be designed and installed to the satisfaction of the Economic Development Department and maintained in good condition (free of tears, graffiti, holes, cracks, fading, debris, etc.) at all times.

23. During the construction process all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the Project site and not in the public R.O.W.

24. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.

25. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location.

26. All non-cannabis trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. Applicant shall divert fifty percent (50%) of its solid waste through recycling services provided by a solid waste hauler duly franchised to provide such service to the property. Pending completion of all construction activities upon the property, surplus construction materials shall be stored so as to be screened from view when not actually in use. All construction and demolition debris shall be removed from the property in compliance with EMMC Chapter 8.20. The removal of all solid waste arising out of the construction and demolition process shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services for construction and demolition projects within the City of El Monte. The removal of all other wastes from the property shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services to residential and commercial properties within the City of El Monte.
    a. Prior to the issuance of a Building Permit, the Applicant shall submit to the Building Safety Division, the Environmental Services Division and the City Code Enforcement Division, the name and contact information for the contracted waste hauler. It shall be the Applicant's obligation to ensure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
    b. Prior to final approval for occupancy, and in addition to any other requirements set forth under the El Monte Municipal Code or by the Chief Building Official, the Applicant shall submit to the Building and Safety Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed and/or diverted.
    c. Except as otherwise authorized pending the completion of the construction and demolition activities authorized under this resolution, solid waste containers and bulky items may not be stored or maintained at locations designated for parking and must be maintained in those locations designated for the temporary storage of solid waste and bulky items.

d. The site and the public R.O.W. adjacent to any portions of the site shall be maintained in a condition which is free of debris both during and after the construction, addition or implementation of the entitlements granted herein. All trash and refuse shall be disposed of in dumpsters and be removed from the premises on an as needed basis. Any surplus construction materials shall be stored so as to be screened from public view when not actually in use and be removed from the property upon completion of construction activities. The removal of all trash, debris, and refuse, whether during or subsequent to construction shall be done only by the property owner, the Applicant or by a permitted waste contractor, who has been authorized by the City to provide collection, transportation, and disposal of solid waste from residential, commercial, and construction areas within the City.
e. Prior to issuance of a Building Permit, the Applicant shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the Applicant's obligation to insure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
f. Prior to final approval for occupancy, the Applicant shall submit to the Planning Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed.
g. Fire protection facilities; including access, must be provided prior to and during construction.

27. The Applicant shall comply with each of the State cannabis licensing agency's waste management requirements. Unused or surplus cannabis and its by-products is organic waste and shall be made unusable and unrecognizable by incineration and mixed with soil for disposal. All unused or surplus cannabis and its by-products shall be weighed and documented and recorded on a form for tracking.

    Pursuant to the Bureau of Cannabis Control § 5055 Cannabis Waste Management, a licensee may not sell cannabis waste and shall dispose of cannabis waste in a secured waste receptacle or in a secured area on the licensed premises. "Secure waste receptacle" or "secured area" means that physical access to the receptacle or area is restricted to the licensee and its employees and the local agency, or waste hauler franchised or contracted by a local agency. Public access to the designated receptacle or area is prohibited.

    The Applicant shall be required to contract with a State-approved cannabis waste management company for the collection and processing of cannabis waste. The Applicant shall provide the City with the following information for State-approved waste hauler, who will collect and process the licensee's cannabis waste:

    a. Company business address;
    b. Name of the primary contact person at the company and contact person's phone number.
    c. Obtain documentation from the entity hauling the waste that indicates the date and time of each collection of cannabis waste at the licensed premises; and

hauling the waste confirming receipt of the cannabis waste at one, or more, of the following solid waste facilities:

d. A manned, fully permitted solid waste landfill or transformation facility;
e. A manned, fully permitted composting facility or manned composting operation;
f. A manned, fully permitted in-vessel digestion facility or manned in-vessel digestion operation;
g. A manned, fully permitted transfer/processing facility or manned transfer/processing operation; or
h. A manned, fully permitted chip and grind facility or manned chip and grind operation.

No cannabis product shall be disposed of in its packaging, and all cannabis products shall be unrecognizable and unusable at the time of disposal. Cannabis waste shall be entered into the track-and-trace system.

Art in Public Places

28. The Project shall be required to comply with the Art in Public Places Ordinance. The Project Applicant shall submit plans for the display of public art or a project place monument within the development, which shall be approved by the Art in Public Places Committee. As an alternative, the Applicant can pay the established in-lieu fee at time of building permit issuance.

Lighting

29. The Applicant shall submit a photometric plan to the Public Works Department for review and it shall provide a minimum of 1 foot-candle throughout the site. Where available and deemed necessary by the City Planner, the system must be equipped with vandal resistant covers and be shielded to direct light away from all neighboring uses, and comply with CALGreen or local ordinance, whichever is more stringent. The lighting plan shall include the design and specifications for all proposed exterior site lighting fixtures and shall be reviewed for quality, aesthetics, and illumination values.

30. The Applicant shall submit for review by the Planning Division and the Engineering Department, the design and specifications for all proposed lighting fixtures proposed for the buildings, drive aisles, parkways, parking areas, pathways, and surrounding areas within the development. The fixtures shall be reviewed for quality, aesthetics, illumination values, sustainability values such as LED and shall be decoratively and architecturally consistent with the building design. The number, location, height, style and design shall be reviewed and approved by the Planning Division and Engineering Department prior to issuance of building permits.

Operations

31. Signage for the Project and Facility shall conform to the requirements of the City's Sign Ordinance. In addition, the Applicant agrees that, except as otherwise

approved by the City in writing or required by law, Project signage shall include nothing, in word or symbol, identifying the fact that the Property is used for cannabis-related activities.

32. Vehicles. No vehicle owned or operated by the Applicant, or used for the transportation of product or individuals associated with the Facility, shall include markings (in words or symbols) identifying the vehicle as a vehicle used for cannabis-related activities, unless otherwise required by law.

33. All Cannabis Businesses shall utilize a waste hauler that is franchised, contracted, licensed or otherwise authorized by the City to collect and process cannabis waste.

34. All cannabis shall be rendered unrecognizable and unusable at the time of disposal.

35. All cannabis waste shall be kept in a secured area that is inaccessible by the public until such time that it is collected by an authorized cannabis waste hauler.

36. Applicant shall allow the City or any agent or designee of the City to enter into the facility at any time during regular business hours for the purpose of inspection. Applicant shall also produce or otherwise make available any records or documents requested by the City or its agent at the time of inspection, or otherwise upon request by the City.

37. Applicant shall equip the facility with ventilation and exhaust systems designed to prevent odors from escaping or being detectable outside of the premises, from any adjacent property or public right-of-way, or in any common areas shared by employees or customers of other businesses. Such system shall be designed and installed by a licensed mechanical engineer, HVAC engineer or environmental engineer, and shall include at minimum:

    a) An exhaust air filtration system with odor control that prevents internal odors from escaping.
    b) A system that creates negative air pressure inside the cannabis facility so that odors are not detectable from the exterior of the cannabis business.

<u>Security Plan</u>

38. The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. 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, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Applicant shall also obtain an assessment of site security by a qualified security consultant. The Security Plan required will not be made public, except when required by law.

Following initial approval by the Chief of Police of the Security Plan, it shall be subject to periodic review and approval by the Chief of Police, with the first such review occurring within one hundred eighty (180) days following the issuance of a certificate of occupancy for the commencement business activities on the Property as authorized this Resolution. During the course of such period review of the Security Plan, the Chief of Police may require that existing security measures be modified or augmented. Such new security measures recommended by the Chief of Police shall be implemented by the Appilicant. A breach by the Applicant of a material term of the Security Plan shall be grounds for revocation by the City of any or all City entitlements or permits related to the Project.

39. 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 local and state laws and regulations. The video surveillance system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

40. 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 with glass breakage sensors and motion detectors.

41. Applicant shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Applicant employees and to ensure public safety to the neighboring community. Applicant shall provide City with specific policies for training employees regarding security procedures. Applicant shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Applicant's facility without the prior approval by the City Police Chief.

42. All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Applicant and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

Possession of Firearms

43. Except for licensed security personnel approved by the City Police Chief, no person employed by the Applicant shall be in possession of any firearm while on the

premises or location 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 premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

i. A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

ii. A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

iii. A copy of his or her California driver's license or California identification card; and

iv. Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

Identification Display

44. 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 the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of Cannabis shall engage in any activities on behalf of Applicant with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Applicant and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

Procedures for Inventory Control to Prevent Diversion of Cannabis

45. Only employees who receive clearance from the City Police Chief shall be permitted to enter Applicant's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan and criminal history check.

46. Applicant's collective agreement shall prohibit the use of Cannabis by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

47. Applicant 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 cultivation, manufacture 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. The Applicant shall provide City with a Non-Diversion of Cannabis Plan documenting the steps Applicant will take to satisfy the requirements of this Section.

Control and Testing

48. Applicant shall utilize quality control measures and testing to ensure only the highest quality of Cannabis and infused products shall be produced or sold. Applicant shall inspect the product to ensure its identity and quantity, and shall have a State-licensed lab perform testing of random samples in accordance with applicable State law and regulations.

49. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Applicant shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Applicant shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Applicant shall provide City with a written plan explaining how it will satisfy the requirements of this Section.

Packaging of Cannabis and Infused Products

50. All Applicant's Cannabis products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Applicant's Regulatory Permit application, as amended or supplemented, all Cannabis products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

    i. The name, address and telephone number of the Cannabis retailer

facility to which the Cannabis product is distributed, sold, or transferred;

ii. The amount of Cannabis in the container; and

iii. The date the Cannabis was transferred to a Cannabis retail facility.

51. Applicant intends to produce infused products and shall secure any approval from the County Health Department required for manufacturing and handling such products. Applicant's infused products shall not be produced, manufactured, stored or packaged in private homes. All Applicant's Cannabis infused products shall be individually wrapped at the original point of preparation.

Point of Sale Tracking System

52. Applicant 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 track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

53. Applicant shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed Cannabis facilities. Such approved system shall track all Applicant Cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

Record Keeping

54. Applicant shall maintain records for all dispensed Cannabis and/or infused products. Applicant shall comply with all records-keeping responsibilities that are set forth in Chapter 5.18 of the Municipal Code, including complete and up-to-date records regarding the amount of Cannabis cultivated, produced, manufactured, harvested, stored, or packaged at Applicant's facility.

Processing, Handling, Storing, and Distribution of Cannabis and Related Products

55. 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. 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.

56. Applicant shall store its Cannabis and/or Cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Applicant's facility. Applicant shall not conduct outdoor operations except as related to lawful delivery and transportation of Cannabis and infused products. Applicant shall not store Cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

57. Cannabis products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall 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.

Odor Control

58. All structures shall have ventilation and filtration systems installed that prevent Cannabis plant odors from exiting the interior of the structure to the greatest extent feasible. The ventilation and filtration system shall be approved by the Building Official and City Manager and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating systems shall be of industrial grade. Activated charcoal, recirculating, closed loop aeration systems, and such other technology now available now available or developed in the future shall be utilized as necessary for effective odor control and management.

Cash Transactions and Banking

59. Cash payments shall be directly deposited into a drop slot safe, limiting the amount of cash circulating at the facility. The money will be removed from the safe and counted daily in a locked room as the facility will not store more than $200 in cash reserves overnight on the premises. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass code.

60. The Applicant shall contract with a duly-licensed, bonded and insured armored cash courier/security company for larger cash-in-transit transactions of $5,000 or more. The contract shall provide for the deposit of cash received in either a federally insured financial institution or offsite secured vaulting facility.

61. Applicant shall seek to open a bank account under the name of the Applicant or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Applicant shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold,

transferred, or distributed. If Applicant successfully opens a bank account, it shall make provisions for Applicant collective members or other lawful cooperative corporations to implement debit and credit card transactions. Applicant shall not accept personal or corporate checks.

Transportation Plan

62. Applicant shall comply with all local and state law regarding transportation, including the rules governing delivery service. Applicant shall retain a list of names and cellular contact numbers for all employees engaged in transportation of Cannabis products and provide it to the City Police Department, keeping the list current and up to date.

63. Applicant shall keep complete and up-to-date records documenting each sale or transfer of Cannabis to other licensed cannabis businesses, including the amount provided, the form or product category in which the Cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other licensed cannabis business to whom delivery is made, and the amount of any monetary transaction.

Community Relations

64. Public Outreach and Education Program

i. Applicant shall create an effective public outreach to the community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

ii. Applicant shall coordinate and cooperate with the City and other Cannabis Applicants located within the City in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

65. Designation of Persons Responsible for Community Relations

i. At the time of Permit Issuance, Applicant's general manager, shall be responsible for community inquiries and complaints and on site during normal business hours.

66. Interface with City Police Department

i. Applicant's general manager shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

Local Recruitment, Hiring and Training Programs

67. Applicant is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Applicant. A good-faith effort means the Applicant shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

68. Applicant shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Applicant's Cannabis facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Applicant's facility is opened, as well as for ancillary services needed.

Safety Plan

69. In addition to all other requirements described in this Exhibit, Applicant shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

Business Plan

70. Applicant shall provide City with a Business Plan that includes a description of day-to-day operations of the Project. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

71. The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

72. In addition, Applicant shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

Employment Requirements

73. Applicant shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

Landscape

74. Project shall comply with EMMC 17.10 (Landscape Requirements) and 17.11 (Water Efficiency). Landscape and irrigation shall be approved separately and substantially conform to the landscape plans presented to the Planning Commission.

75. A complete documentation package that complies with water efficient standards must be submitted and approved prior to final occupancy.

76. Mulch only and other similar cover material is not an acceptable landscape material and must be used in combination with plant material unless it is proposed as part of a swale, low impact development or retention area.

77. All trees on the site shall be preserved and remain compliant with tree protection and preservation standards. ANSI A300 best management practices shall be utilized when any trimming and maintenance is conducted.

Police Department

Sight Lines

78. Avoid dead end driveways and street should be designed to increase surveillance opportunities from passing traffic and patrol.

79. Parking lots should be visible from the street and well lit (LED) with universal lighting for night shift.

Lighting

80. "LED Lighting" along entrance paths to buildings should be provided at the same level as street lighting.

81. Back lanes and loading docks should be well lit (LED) with universal lighting.

82. Internal footpaths should be well-lit and visible from buildings.

83. Lighting should illuminate entrapment areas such as the entrances to loading/ unloading areas.

84. Reporting of burnt out or vandalized lights should be encouraged.

Landscape

85. Trees and hedges along public or secondary roads should not obstruct visibility from buildings.

86. If trees are required at curb side, add hostile vegetation to prevent sitting or sleeping in that area.

87. Hedges if necessary should not become convenient hiding spaces and could be spaced out to avoid total visual obstruction. A "2' / 6' Rule" shall be applied to all landscaping. This also applies to internal landscaping.

88. Fencing to be uniformed throughout the property.

Parking

89. Parking lots should be visible from the street and well lit with LED lighting with universal lighting.

90. Visitor parking should be designated.

Location Of Washrooms

91. Washrooms should be well lit.

92. Entrance should be highly visible and not tucked away in inconspicuous locations.

Signs And Information

93. Exits and main routes should be clearly signed using distinctive colors and symbols.

94. Location identification signs should be provided.

95. Location identification block numbers or letters shall be marked on roof tops as previously discussed.

Bicycle Parking

96. Bicycle parking facilities should be provided close to buildings, or located adjacent to activity areas.

97. A minimum of six (6) secure bicycle racks shall be provided.

Traffic Calming Devices

98. Traffic calming devices such as speed humps should be installed.

99. Landscaping, providing it does not obstruct lines of sight, is a useful psychological influence to slow drivers down.

Formal Surveillance

100. Refer to the attached "El Monte Police Emergency Access/Uniform Security."

101. Additional surveillance measures should be provided in stairwells, lifts and other isolated areas.

102. Patrols by security/ maintenance staff should be encouraged.

103. The repair of broken bulbs and other common maintenance problems should be promptly undertaken by the maintenance staff, which should be trained to respond to or report emergencies.

Attendants (If Applicable)

104. Attendant booths should be located near entrances and predictable routes where there are clear sight lines.

105. Information and signs should provide guidance on how maintenance problems can be reported to attendants.

106. There should be attendants at all times who are trained to respond to emergencies.

Emergency Access

107. Nonresidential multi-tenant buildings or commercial buildings with a common area entrance and interior walkway shall provide police emergency access utilizing an approved radio controlled entry system and approved key switch device or approved key vault which shall be installed as follows:

    i. The key switch control shall be installed at a height of 42 inches from finished driveway grade and a minimum of 15 feet from the entry/exit gate, and be located on the driver's side of the road or driveway. The key switch is to be accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. The control housing shall consist of heavy gauge metal, and be vandal and weather resistant, and be mounted on a substantial structure such as a steel post, concrete, or masonry pedestal.

108. Key switches shall be secured to the control housing or telephone/intercom call box utilizing tamper resistant screws.

109. Vehicle gates shall be designed to open in case of a power failure.

110. All common area doors using an electrically automated type lock shall be provided with a key switch device within the building's exterior telephone/intercom call box or in a control housing as described in section above, or in a method approved by the enforcing authority and located within close proximity and in a visible area near the door mounted 4 feet above finished grade. Key switches shall be secured utilizing tamper resistant screws.

111. Exterior entry common area doors utilizing mechanical door locks shall be provided with a key vault within close proximity and in a visible area near the door mounted 4 feet above finished grade.

112. The radio controlled entry system shall be programmed to frequencies approved by the El Monte Police Department. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.

113. An Emergency Access Plan shall be required when a radio controlled entry system, key switch, or key vault is required to be installed. The plan is to identify the location of each device on a site plan.

114. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.

Fire Department

115. Comply with all Los Angeles County Fire Department requirements.

Mitigation Measures

Measure	Enforcement Agency	Monitoring Phase
Mitigation Measure No. 1 (Air Quality Impacts). The Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.	Planning Division and the Los Angeles County Department of Public Health • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.

Mitigation Measure No. 2 (Air Quality Impacts). Indoor air must be filtered so as to remove VOCs from the indoor air envelope. The filtration equipment must be installed prior to the issuance of an Occupancy Permit.	Planning Division, Chief Building Official, and the Los Angeles County Department of Public Health • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 3 (Energy Impacts). The facility must use of lighting equipment that will be energy efficient such as LED light fixtures.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 4 (Energy Impacts). The installation of solar panels will be required as a means to reduce energy consumption.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 5 (Energy Impacts). All appliances and indoor climate control equipment must be required to meet "Energy Star" ratings.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 6 (Hazards & Hazardous Materials Impacts). The Applicant and the contractors must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials that may be encountered during tenant improvement activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permit for the interior improvements. Any contamination encountered must be removed and disposed of in accordance with applicable laws prior to the issuance of the Building Permit.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Building Permit.* • Mitigation ends when construction is completed.

Mitigation Measure No. 7 (Hazards & Hazardous Materials Impacts). The Applicant will provide a comprehensive listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes. The manner in which these materials are to be stored, handled, or disposed of must also be described. The Applicant will also be required to prepare a plan that indicates those protocols that must be adhered to in the event of an accident. This plan must be reviewed and approved by the County of Los Angeles Fire Department prior to the issuance of the Occupancy Permit.	Planning Division and Los Angeles County Fire Department • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.

SECTION 9. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the City's book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 18th day of December, 2018.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 18th day of December 2018 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

ATTACHMENT 2

ORDINANCE AND DRAFT DEVELOPMENT AGREEMENT

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING: (1) DEVELOPMENT AGREEMENT NO. 02-18 WITH GSC HOLDING GROUP, LLC FOR THE COMMERCIAL CULTIVATION, MANUFACTURING, AND DISTRIBUTION OF MEDICINAL CANNABIS AT 4400 TEMPLE CITY BOULEVARD, EL MONTE, CALIFORNIA; AND (2) A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AS THE ENVIRONMENTAL DOCUMENTATION FOR SUCH PROJECT

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code Section 65864 et seq. ("State Development Agreement Law"), which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain rights in such property;

WHEREAS, the City of El Monte (the "City") adopted El Monte Municipal Code ("EMMC") Chapter 17.84 (Development Agreements) authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City;

WHEREAS, on September 25, 2018, GSC Holding Group, LLC, a California limited liability company ("Developer"), filed an application for Development Agreement No. 02-18 the ("Development Agreement") and Conditional Use Permit Nos. 07-18, 08-18, and 09-19 to conduct commercial medicinal cannabis cultivation, manufacturing, and distribution (the "Project") on a 4.44 acre site located at 4400 Temple City Boulevard, El Monte, California (the "Property");

WHEREAS, the Property, is owned by Oaks by the Lake, LLC ("Property Owner"), a California limited liability company is located on the east side of Temple City Boulevard and zoned M-2 (General Manufacturing);

WHEREAS, the City, Developer, and Property Owner seek to enter into the Development Agreement for the Project pursuant to State Development Agreement Law and El Monte Municipal Code Chapter 17.84;

WHEREAS, the Development Agreement is attached hereto as **Exhibit "A"**;

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the state guidelines for CEQA (Cal. Code Regs., tit. 14, § 15000 et seq.) ("CEQA Guidelines"), the City is the "lead agency" for the preparation and consideration of environmental documentation for the Project;

WHEREAS, the City provided for the preparation of an Initial Study ("IS") and Mitigated Negative Declaration ("MND") to assess the short-term, long-term, and cumulative environmental impacts that could result from the Project and identify any required mitigation measures to reduce environmental impacts to less than significant. Possible impacts identified in the IS/MND include air quality, energy, hazards & hazardous materials. Appropriate mitigation measures have been incorporated into the Project through the Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, the MND and MMRP are on file with the City Planning Division and is incorporated into this Ordinance by reference as though fully set forth herein;

WHEREAS, EMMC Chapter 5.18 authorizes, in permissible City areas, medicinal commercial cannabis cultivation, distribution, manufacturing, and/or laboratory testing operations with, among other things, City Council approval of a conditional use permit and development agreement and City Manager approval of a commercial medicinal cannabis business permit for such operations;

WHEREAS, in accordance with EMMC Section 17.84.120, the El Monte Planning Commission (the "Planning Commission"), conducted a duly noticed public hearing on November 27, 2018 to consider the Development Agreement, MND, MMRP, and Conditional Use Permit Nos. 07-18, 08-18, and 09-19 and all related testimony and evidence in light of state law—including, without limit, the State Development Agreement Law—CEQA, the CEQA Guidelines, and the EMMC;

WHEREAS, after the conclusion of such public hearing, the Planning Commission adopted Planning Commission Resolution No. 3527, which recommended City Council approval of Conditional Use Permit Nos. 07-18, 08-18, and 09-19, the Development Agreement, MND, and MMRP;

WHEREAS, in accordance with EMMC Section 17.84.160, the City Council conducted a duly noticed public hearing at its December 18, 2018 regular meeting to consider the Development Agreement, MND, MMRP, and Conditional Use Permit Nos. 07-18, 08-18, and 09-19, in accordance with state law—including, without limit, the State Development Agreement Law—CEQA, the CEQA Guidelines, and the EMMC and considered all related testimony and evidence;

WHEREAS, after the conclusion of such hearing, the City Council approved this Ordinance for first reading and, at its regular meeting of _____ ___, 2019, adopted this Ordinance through a second reading; and

WHEREAS, the first and second reading approvals of this Ordinance were made pursuant to Government Code Section 65867.5, EMMC 17.84.160 and the findings set forth in Sections 2 and 3 below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Development Agreement Findings. The City Council finds and determines as follows:

A. Development Agreement No. 02-18 is consistent with the General Plan as the Project is consistent with its land use designation of Industrial/Business Park, which is intended to allow for industrial uses as established under the General Plan. The Property is located in the Northwest Industrial District Area (the "District") of the Industrial Business Park land use designation. The General Plan states that the District's strategic location near population centers and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The District's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The Project will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City. The Project is also specifically consistent with the following General Plan goals and policies:

1. *Land Use Element*

   a. Goal LU-7. The Project will contribute to the District's diversity of sustainable manufacturing, distribution, and technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.

   b. Adaptive Reuse. The Project will allow for property cleanup and facilitate necessary upgrades and creative adaptive reuse opportunities that meet the physical needs of modern industrial/manufacturing businesses.

2. *Community Design Element:*

   a. CD-7.12 Landscaping. The Project will require landscaping on the Property to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:

      - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.

      - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the Property from adjacent properties, neighborhoods, or thoroughfares.

      - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.

   b. CD-7.13 Loading. The Project will require site loading and service areas, as applicable, to be as far as possible from the street front and ensure that such uses are adequately screened with high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.

   c. CD-7.14 Parking. Parking and paved areas will not be the dominant view of the Project. Employee and truck parking will be encouraged to be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.

   d. CD-7.15 Operational Impacts. The Project will promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:

      - Screen parking, storage, and service areas from public view with landscaped walls, berms, and/or appropriate landscaping.

      - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.

      - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas (as relevant) far from adjacent uses and public streets.

      - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

B. Development Agreement No. 01-18 is consistent with the State Development Agreement Law and EMMC Chapter 17.84 because:

1. Development Agreement No. 02-18 contains all requisite provisions set forth therein.

2. The Project will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of conditions of approval and mitigation measures. The Project is consistent with the M-2 General Manufacturing zone of the surrounding area. The M-2 General Manufacturing zone allows the Project to operate with the approval of the City Council. The Project will provide adequate buffering from the adjacent residential uses through large setbacks, and landscaping. The Project will be required to comply with stringent conditions of approval through Conditional Use Permit Nos. 07-18, 08-18, and 09-19, including addressing the various operational activities on the Property and reducing potential nuisance impacts between commercial uses and neighboring properties. The Project must also comply with all Building & Safety, Los Angeles County Fire Department, El Monte Police Department, California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, California Department of Public Health Manufactured Cannabis Safety Branch, and California Bureau of Cannabis Control requirements. The permit and inspection process will ensure that the Project complies with local and state laws and regulations. Mitigation measures for air quality, energy, hazards, and hazardous materials have will be implemented to ensure that environmental impacts are reduced to a less than significant level. The Property is located in a General Manufacturing zone surrounded by industrial uses to the north, east, and south and residential to the west. Conditions of approval will ensure that the granting of the complementing conditional use permits will not be detrimental to the public health or welfare or be injurious to the Property or to improvements in the vicinity.

3. The Project will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of conditions of approval and mitigation measures.

SECTION 3. Addendum Findings. The City Council finds and determines, in its independent judgment based upon its thorough review of the relevant record, the following:

A. The MND and MMRP were prepared for the Project in compliance with the requirements of CEQA and the CEQA Guidelines.

B. the City provided for the preparation of an IS and MND to assess the short-term, long-term, and cumulative environmental impacts that could result from the Project and identify any required mitigation measures to reduce environmental impacts to less than significant. Possible impacts identified in

the IS/MND include air quality, energy, hazards & hazardous materials. Appropriate mitigation measures have been incorporated into the Project through the MMRP.

SECTION 2. Approval of Development Agreement. The City Council hereby approves the Development Agreement subject to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney, prior to the execution thereof.

SECTION 3. Approval of Addendum. The City Council hereby approves and adopts the Addendum for the Project as the Addendum satisfies all of the requirements of CEQA and the CEQA Guidelines and is adequate to serve as the required environmental documentation for the Project.

SECTION 4. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 4. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 7. Execution by City Manager. The City Manager is hereby delegated to execute this Development Agreement and all other associated documents to effectuate the terms of the Development Agreement.

SECTION 8. Recordation. In accordance with Government Code Section 65868.5, within 10 days of full execution of the Development Agreement, the City Clerk

shall cause a copy of the Development Agreement to be recorded in the office of the Los Angeles County Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ____th day of _____, 2019.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Ordinance No._____ was introduced for a first reading on the 18th day of December, 2018 and approved for a second reading and adopted by said Council at its regular meeting held on the _____th day of _____, 2019 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

EXHIBIT "A"
DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of El Monte
City Hall - West
11333 Valley Boulevard
El Monte, California 91731
Attn: Office of the City Attorney

(Space above Line for Use by Recorder)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EL MONTE AND GSC HOLDING GROUP, LLC

This **DEVELOPMENT AGREEMENT** ("Agreement") is dated as of _____ __, 2019 by and among the CITY OF EL MONTE ("City") and GSC HOLDING GROUP, LLC, a LIMITED LIABILITY COMPANY ("Developer") and Oaks by the Lake, LLC (the "Property Owner"). This Agreement shall take effect on the "Effective Date," as this term is hereafter defined. City, Developer and the Property Owner may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act ("CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.";

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) ("MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances;

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers;

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

WHEREAS, on July 19, 2016, the City Council of the City (the "City Council") adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical "Commercial Cannabis Activities," as defined under the MMRSA and in Section 1.4 of this Agreement, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016;

WHEREAS, on August 2, 2016 the City Council adopted Ordinance No. 2890 to reinforce existing permanent prohibitions on medical marijuana dispensaries and cultivation;

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act

(the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

WHEREAS, On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 15, 2016, the City Council adopted Urgency Ordinance No. 2902 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation;

WHEREAS, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products. On December 6, 2016, Urgency Ordinance No. 2905 was adopted by the City Council to establish a temporary moratorium on nonmedical Commercial Cannabis Activities for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Urgency Ordinance No. 2907, on January 10, 2017;

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis";

WHEREAS, on September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive to MAUCRSA, including the removal of the requirement that licensed premises remain "separate and distinct" for each license type;

WHEREAS, MAUCRSA grants local jurisdictions discretion over whether businesses engaged in Commercial Cannabis Activity may operate in a particular jurisdiction and, if authorized, where within such jurisdiction;

WHEREAS, on November 8, 2017, the City Council approved Ordinance No. 2824 to: (i) prohibit all adult-use Commercial Cannabis Activities in the City; (ii) prohibit medicinal commercial cannabis retailers, dispensaries, microbusinesses, and deliveries; (iii) establish regulations and a discretionary review process for medicinal-only Commercial Cannabis Activities, including cultivation, distribution, manufacturing, and laboratory testing in portions of the M-1 (light manufacturing), M-2 (general manufacturing), and O-P (professional office) zones;

WHEREAS, Ordinance No. 2924 allows persons to engage in permissible medicinal Commercial Cannabis Activities upon the City's issuance of a "Commercial Medicinal Cannabis Business Permit," which requires City approval of a conditional use permit, development

agreement, and other applicable approvals for each proposed Commercial Cannabis Activity project;

WHEREAS, Developer seeks to improve, develop, and/or use real property to operate a Commercial Medicinal Cannabis, Manufacturing, and Distribution business in the City, in strict accordance with the California Cannabis Laws and the El Monte Municipal Code, as each may be amended from time to time (the "Project");

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code Section 65864 et seq. (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property;

WHEREAS, consistent with the requirements of the Development Agreement Statute, City adopted El Monte Municipal Code Chapter 17.84, ("City Development Agreement Ordinance") authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City;

WHEREAS, Government Code Section 65865 requires that an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement;

WHEREAS, Developer has a leasehold interest in that certain real property located at 4400 Temple City Blvd, El Monte, CA 91731 in the City of El Monte, County of Los Angeles, State of California, Assessor's Parcel Number 8577-001-043, upon which Developer intends to implement the Project (the "Site");

WHEREAS, the Site is more particularly described in the legal description attached hereto as **Exhibit "A,"** the Site Plan attached hereto as **Exhibit "B,"** and the Floor Plan attached hereto as **Exhibit "C"**;

WHEREAS, the Site is located within the LIGHT INDUSTRIAL Zone in the City where Medicinal Cannabis Cultivation, Medicinal Cannabis Manufacturing, and Medicinal Cannabis Distribution are allowed;

WHEREAS, Developer affirms that it has a leasehold interest in the Site pursuant to a lease with the owner of the Site Oaks by the Lake, LLC (the "Property Owner") for the purpose of carrying out the Project;

WHEREAS, the legal owner of the Site has provided notarized written consent to: (1) all terms of this Agreement, including, but not limited to, Sections 6.1 and 9.6 of this Agreement; and (2) and recordation of this Agreement against the title of the Site. Such written consent agreement is attached hereto as **Exhibit "D."**

WHEREAS, Government Code Section 65867.5 and the City Development Agreement Ordinance require the El Monte Planning Commission ("Planning Commission") to conduct a public hearing to review a proposed development agreement;

WHEREAS, on November 27, 2018, the Planning Commission, in a duly noticed and conducted public hearing, considered recommendation of approval of this Agreement to the City Council;

WHEREAS, on November 27, 2018, the Planning Commission recommended City Council approval of this Agreement, which would allow Developer to operate the Project at the Site;

WHEREAS, on December 18, 2018, pursuant to Government Code Section 65867.5 and the City Development Agreement Ordinance, the City Council, following a duly noticed and conducted public hearing, reviewed, considered, and adopted approved Conditional Use Permit Nos. 07-18, 08-18, and 09-18 and reviewed, considered, and adopted a first reading of Ordinance No. [NUMBER], and on [DATE], the City Council approved for second reading and adopted Ordinance No. [NUMBER], authorizing the City's engagement into this Agreement;

WHEREAS, this Agreement is entered into pursuant to the Development Agreement Statute and the City Development Agreement Ordinance;

WHEREAS, the City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, the Parties intend through this Agreement to allow Developer to develop and operate the Project in accordance with the terms 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:

AGREEMENT

ARTICLE 1
GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. 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 Articles 1 through 9 of this Agreement, the provisions of Articles 1 through 9 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

Exhibit "A":	Legal Description
Exhibit "B":	Site Plan
Exhibit "C":	Floor Plan
Exhibit "D"	Property Owner Consent
Exhibit "E"	Additional Community Benefits

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meanings:

a. "Additional Insureds" has the meaning set forth in Section 5.1 of this Agreement.

b. "Additional City Approvals" means all ministerial and discretionary permits, licenses, or other similar entitlements that must be secured by the Developer in order to develop the Project on the Site, in addition to the Conditional Use Permit and the Commercial Medicinal Cannabis Business Permit.

c. "Agreement" means this Development Agreement and all Exhibits attached hereto.

d. "Annual Community Benefits Fees" has the meaning set forth in Section 4.2 of this Agreement.

e. "AUMA" has the meaning as set forth in the Recitals, above.

f. "California Building Standards Codes" means the California Building, Mechanical, Plumbing, Electrical, Fire or other similar codes set forth in the California Code of Regulations, as may adopted by the City, with amendments, and set forth in the El Monte Municipal Code.

g. "California Cannabis Laws" means AUMA, MAUCRSA, CUA, MMP, and the regulations adopted and promulgated by the State Licensing Authorities pursuant to such laws, as such laws and regulations may be amended from time to time.

h. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term "marijuana" may be used interchangeably.

i. "Cannabis Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Medicinal cannabis.

j. "Cannabis Distribution" means the procurement, sale, and transport of Medicinal cannabis and/or Medicinal cannabis products between those persons with requisite state and local government licenses to conduct permissible Commercial Cannabis Activities.

k. "Cannabis Manufacturing" means the production, preparation, propagation, or compounding of Medicinal cannabis or Medicinal cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages Medicinal cannabis or Medicinal cannabis products or labels or relabels its container.

l. "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

m. "Canopy Space" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total Canopy Space shall be 2,000 square feet, even though the total cultivation area may only occupy 1,000 square feet of ground space.

n. "CEQA" means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

o. "City" means the City of El Monte, a municipal corporation and general law city.

p. "City Council" means the City of El Monte City Council as described in El Monte Municipal Code Chapter 2.04.

q. "City Development Agreement Ordinance" has the meaning set forth in the Recitals, above.

r. "City Manager" means the City Manager of the City of El Monte, or his or her designee.

s. "Commercial Cannabis Activity," plural, "Commercial Cannabis Activities," includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to California Cannabis Laws.

t. "Commercial Medicinal Cannabis Business Permit" means the City permit, as defined in El Monte Municipal Code Section 5.18.050, authorizing permissible Medicinal Commercial Cannabis Activity issued by the City Manager, which can only be issued upon City approval of a Conditional Use Permit, evelopment agreement, and Additional City Approvals for each proposed Medicinal Commercial Cannabis Activity project;

u. "Community Benefits" has the meaning set forth in Section 4.1 of this Agreement.

v. "Community Benefits Fees" has the meaning set forth in Section 4.2 of this Agreement.

w. "Community Benefits Fund" has the meaning set forth in Section 4.2 of this Agreement.

x. "Complaining Party" has the meaning set forth in Section 8.2 of this Agreement.

y. "Conditional Use Permit" means a conditional use permit issued by the City to Developer pertaining to Developer's development of the Project, pursuant to El Monte Municipal Code Chapter 17.24 and Section 17.24.040. In the event that the Conditional Use Permit may not have been issued to the Developer as of the Effective Date, the City hereby reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of the Conditional Use Permit.

z. "CUA" has the meaning set forth in the Recitals, above.

aa. "Defaulting Party" has the meaning set forth in Section 8.2 of this Agreement.

bb. "Developer" means GSC Holding Group, LLC, which shall reflect the owner or owners listed on the application for Commercial Medicinal Cannabis Business Permit.

cc. "Development Agreement Statute" has the meaning set forth in the Recitals, above.

dd. "Effective Date" has the meaning set forth in Section 1.6 of this Agreement.

ee. "Exhibits" has the meaning set forth in Section 1.3 of this Agreement.

ff. "Gross Receipts" means total revenue received or receivable by the Developer from any Commercial Cannabis Activity on the Site or from operation of the Project on the Site, including: all sales; the total amount of compensation received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on Commercial Cannabis Activity sale;

2. Credit allowed on property accepted as part of the purchase price Commercial Cannabis Activity and which property may later be sold, at which time the payment of the credit balance on such property shall be included as "gross receipts";

3. Any tax required by law to be included in or added to the purchase price Commercial Cannabis Activity and collected from the consumer or purchaser;

4. Such part of the sale price of property returned by purchasers in any Commercial Cannabis Activity upon rescission of a contract of sale as is refunded either in cash or by credit;

5. Receipts of refundable deposits in any Commercial Cannabis Activity, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payments required under Article 4 of this Agreement, all sales related to Commercial Cannabis Activity or any other cannabis and cannabis products at the Site or through the Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

gg. "Labor Peace Agreement" means an agreement between the Developer and any bona fide labor organization that, at a minimum, prohibits labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the Developer's business. This agreement means that the Developer has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the Developer's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the Developer's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

hh. "Living Wage" means one hundred fifty percent (150%) more than the applicable amount of the hourly minimum wage mandated by California state or federal law, whichever is greater.

ii. "Project" has the meaning as set forth in the Recitals, above.

jj. "Property Owner" has the meaning as set forth in introductory paragraph to this Agreement, above.

kk. "Major Amendment" means an amendment that shall have a material effect on the terms of the Agreement. A Major Amendment also has the meaning set forth in Section 1.9 of this Agreement. Major Amendments shall require approval by the City Council.

ll. "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

mm. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code Section 26000 et seq., as may be amended from time to time, and as additionally set forth in the Recitals, above.

nn. "MCRSA" has the meaning set forth in the Recitals, above.

oo. "Medicinal" with regard to cannabis or cannabis products means cannabis or cannabis products, respectively, intended to be sold or used pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

pp. "Minor Amendment" means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 1.9 of this Agreement.

qq. "Mortgage" has the meaning set forth in Section 6.1 of this Agreement.

rr. "Non-Payment Penalty" has the meaning set forth in Section 4.5 of this Agreement.

ss. "Notice of Non-Payment Penalty" has the meaning set forth in Section 4.5 of this Agreement.

tt. "Planning Commission" means the City of El Monte Planning Commission as described in El Monte Municipal Code Chapter 2.24.

uu. "Project" has the meaning set forth in the Recitals, above.

vv. "Quarterly Community Benefits Fees" has the meaning set forth in Section 4.2 of this Agreement.

ww. "Quarterly Report" has the meaning set forth in Section 4.4 of this Agreement.

xx. "Regulatory Fees" mean charges owed by the Developer to the City for the City's costs incurred in processing applications related to the Project, administering its cannabis-related ordinance with regard to the Project, and monitoring legal compliance of the Project on the Site, including, but not limited to building and safety-related inspections by the City.

yy. "Site" has the meaning as set forth in the Recitals, above.

zz. "State Cannabis Licenses" means licenses to conduct Commercial Cannabis Activities issued by a State Licensing Authority to Developer for the Development of the Project on the Site.

aaa. "State Licensing Authority" means the state agency responsible for the issuance, renewal, or reinstatement of State Cannabis Licenses, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

bbb. "Term" has the meaning set forth in Section 1.7 of this Agreement.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective (the "Effective Date") upon the date when all of the following conditions have been satisfied: (i) the City ordinance approving this Agreement becomes effective pursuant to state law; (ii) this Agreement has been fully executed by the Parties; and (iii) the evidence of insurance coverage in favor of the City has been provided to the City as set forth in Article 5 of this Agreement.

Section 1.7. Term. The term of this Agreement (the "Term") shall be ten (10) years commencing from the Effective Date. This Agreement may be extended upon the conclusion of such ten-year period for a maximum of two (2) ten (10) years extension terms, in the sole and absolute discretion of the City, provided that the City issues written notice of its intent to so extend this Agreement no less than one hundred eighty days (180) days before the expiration of the initial 10-year period or any ten-year extension term. Nothing in this Section 1.7 shall prohibit or otherwise restrict the termination of this Agreement in accordance with Section 1.8.

Section 1.8. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

a. the expiration of the Term;

b. the Developer no longer has a possessory, legal or other equitable interest in the Site;

c. the Developer has ceased all operations related to the Project on the Site;

d. mutual written consent of the Parties;

e. abandonment of Developer's Conditional Use Permit applicable to the Project pursuant to El Monte Municipal Code Section 17.24.090 including the failure of the Developer to commence operation of the Project on the Site within the time presented following the approval of the Conditional Use Permit;

f. revocation of Developer's Conditional Use Permit pursuant to El Monte Municipal Code Section 17.24.100;

g. revocation of Developer's Commercial Medicinal Cannabis Business Permit for the Project, if not appealed by Developer;

h. City Council upholding of the revocation of Developer's Commercial Medicinal Cannabis Business Permit for the Project, if an initial revocation finding by the City Manager is appealed to the City Council by Developer;

i. unauthorized assignment of interest of the Developer in the Project or in the Site pursuant to Section 9.1 of this Agreement;

j. as set forth in Section 8.4 of this Agreement;

Section 1.9. upon the occurrence of the entry of a final judgment or issuance of an order of a court with jurisdiction which such judgment or order directs the City to cancel this Agreement, after all appeals have been exhausted, as a result of any lawsuit filed against City to set aside, withdraw or abrogate the approval of the City Council of this Agreement, whereupon such termination, the Parties shall be mutually released from any further liability except as provided in Section 1.11, below.**Amendment of Agreement.** This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification to the City Council. A Major Amendment to this Agreement must be approved by the City Council in accordance with El Monte Municipal Code Section 17.84.300. The City Manager shall, upon consultation with the City Attorney, have the discretion to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing for an amendment of this Agreement, unless required by law.

Section 1.10. Fees. Developer and Property Owner shall be jointly and severally liable for the payment to the City of all Regulatory Fees, Community Benefit Fees, and any other applicable fees, including but not limited to development fees, payable to the City related to Developer's development and operation of the Project on the Site, including, but not limited to those fees referenced in Article 4 of this Agreement.

Section 1.11. Survival of Certain Terms. The rights and obligations of the Parties set forth in Sections 1.10, 5.4, 9.2, 9.3, 9.4, and 9.6 of this Agreement 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.

ARTICLE 2
DEVELOPMENT OF THE PROPERTY

Section 2.1. Right to Develop. During the Term, Developer shall have the right to develop the Project on the Site, consistent with terms and conditions of California Cannabis Laws, this Agreement, the Conditional Use Permit, Additional City Approvals if any, the Commercial Medicinal Cannabis Business Permit, the El Monte Municipal Code, and State Cannabis Licenses.

Section 2.2. Permitted Uses and Operational Requirements. During the Term, Developer shall be permitted to develop, construct, and use the Site to carry out the Project, including Medicinal Cannabis Cultivation, Medicinal Cannabis Manufacturing, and Medicinal Cannabis Distribution business activities, consistent with California Cannabis Laws, this Agreement, the Conditional Use Permit, Additional City Approvals, the Commercial Medicinal Cannabis Business Permit, the El Monte Municipal Code, and State Cannabis Licenses. Further, subject to any limitations or prohibitions under state law, Developer shall reimburse the City for any and all of the City's costs related to service calls (e.g. police and/or fire services) resulting from the Developer's intentional neglect or violation of any Conditional Use Permit Condition.

Section 2.3. Additional Entitlements, Approvals, and Permits. Successful implementation of the Project may require the Developer to obtain additional approvals and permits from City and other local and state agencies. In connection with the consideration and issuance of any such Additional City Approval which is not ministerial in nature, the City reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of each City Additional Approval. City shall comply with CEQA in the administration of all Additional City Approvals.

Section 2.4. Conditional Use Permit. Pursuant to El Monte Municipal Code Chapter 17.24 and Section 17.24.040, Developer shall not engage in the permitted uses set forth above pertaining to the Project on the Site without first obtaining the Conditional Use Permit for the conduct of Medicinal Cannabis Cultivation, Medicinal Cannabis Manufacturing, and Medicinal Cannabis Distribution business activities.

Section 2.5. Commercial Medicinal Cannabis Business Permit. Pursuant to El Monte Municipal Code Section 5.18.070(A), Developer shall not engage in Commercial Cannabis Activity in the City without obtaining a Commercial Medicinal Cannabis Business Permit issued upon City approval of a Development Agreement, Conditional Use Permit, and Additional City Approvals.

Section 2.6. State Cannabis Licenses. Pursuant to California Cannabis Laws, Developer shall not engage in the permitted uses set forth above pertaining to the Project on the Site without first obtaining State Cannabis Licenses to conduct Medicinal Cannabis Cultivation, Medicinal Cannabis Manufacturing, and Medicinal Cannabis Distribution business activities on the Site.

ARTICLE 3
APPLICABLE RULES, REGULATIONS, AND OFFICIAL POLICIES

Section 3.1. Rules on Permitted Uses. Unless otherwise provided in this Agreement, the City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Site and the maximum height, bulk, and size of proposed buildings related to the Project on the Site shall be those in force and effect at the time of the City's issuance of the Commercial Medicinal Cannabis Business Permit for the development of the Project at the Site.

Section 3.2. Rules on Design and Construction. Unless otherwise provided in this Agreement, the ordinances, resolutions, rules, regulations, and official policies governing the design, improvement, improvement, and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the City's issuance of the Commercial Medicinal Cannabis Business Permit for the development of the Project at the Site.

Section 3.3. Uniform Codes Applicable. Unless otherwise provided in this Agreement, the Project shall be improved and constructed in accordance with the provisions of the California Building Standards Codes in effect at the time as of the time of the City's consideration of approval of the relevant permit sought by Developer for the Project.

Section 3.4. Changes mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the El Monte Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon a Party's discovery of a subsequently enacted federal or state law meeting the requirements of this Section, such Party shall provide the other Parties with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the El Monte Municipal Code or this Agreement. Promptly thereafter, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, the Parties shall attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement, pursuant to Section 1.9.

Section 3.5. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the Project, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the

impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

Section 3.6. Reservation of Authority. Any other provision of this Agreement to the contrary notwithstanding, the development of the Project shall be subject to new or modified ordinances, resolutions, rules, regulations, and official policies related to the following:

a. Regulatory Fees imposed on the Developer by the City, which are charged by the City to cover its actual and reasonable expenses incurred in processing permits, licenses, and other entitlements related to the Project, administering its cannabis-related ordinance with regard to the Project, and monitoring legal compliance of the Project on the Site, including, but not limited to building and safety-related inspections by the City and financial audits;

b. Procedural regulations related to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and other similar procedural matters; and

c. Regulations, including, but not limited to, the California Building Standards Codes, necessary to protect the public health and safety so long as such regulations are generally applicable and do not impose a severe and significant financial burden on the Developer or materially delay the development or carrying out of the Project as contemplated in this Agreement.

ARTICLE 4
COMMUNITY BENEFITS, RECORDKEEPING, REPORTING, AND PROCESSING

Section 4.1. Intent. The Parties acknowledge and agree that this Agreement confers substantial private benefits on the Developer that will place burdens on City infrastructure, services, and neighborhoods and that the private benefits provided to the developer should be balanced with commensurate public benefits for the community ("Community Benefits"). The Parties agree that the payment of Community Benefits Fees are proportionate to the amount Developer would pay in the form of an applicable tax on Commercial Cannabis Activities in the City related to the Project.

Section 4.2. Community Benefits Fees. In addition to Developer's obligation to compensate the City through its Regulatory Fees, Developer shall be obligated to provide Community Benefits as follows, which shall collectively be referred to as "Community Benefit Fees":

a. "Quarterly Community Benefits Fees." Within twenty (20) days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the Project, Developer make payment to the City equivalent to its percentage of Gross Receipts, or other applicable fee metric, pursuant to the following fee schedule:

Cultivation	Eight Dollars ($8) per square foot of Canopy Space
Manufacturing	One and a Half Percent

	(1.5%) of Gross Receipts
Distribution	One Percent (1%) of Gross Receipts

Should the Developer cease one (1) of the three (3) Commercial Cannabis Activities referenced above, the Developer shall notify the City in writing within five (5) days of such cessation and the Developer shall make payments of Quarterly Community Benefits Fees to the City in accordance with the following schedule:

Cultivation/Manufacturing	Twelve Dollars ($12) per square foot of Canopy Space/Four Percent (4%) of Gross Receipts
Cultivation/Distribution	Twelve Dollars ($12) per square foot of Canopy Space/One and One-Half Percent (1.5%) of Gross Receipts
Manufacturing/Distribution	Four Percent (4%) of Gross Receipts/One and One-Half Percent (1.5%) of Gross Receipts

Should the Developer cease two (2) of the three (3) Commercial Cannabis Activities referenced above, the Developer shall notify the City in writing within five (5) days of such cessation and the Developer shall make payments of Quarterly Community Benefits Fees to the City in accordance with the following schedule:

Cultivation	Twelve Dollars ($12) per square foot of Canopy Space
Manufacturing	Six Percent (6%) of Gross Receipts
Distribution	Two and One-Half Percent (2.5%) of Gross Receipts

The City reserves the right to deem the Developer's cessation of Cannabis Cultivation, Cannabis Manufacturing, or Cannabis Distribution as a default of this Agreement subject to Article 8 of this Agreement, notwithstanding the City's acceptance of Quarterly Community Benefits Fees.

b. "Annual Community Benefits Fees." Within ninety (90) days the City's issuance of a Certificate of Occupancy for the Project, Developer shall make a payment to the City in the amount of One Hundred Seventy-Five Thousand Dollars ($175,000). Each calendar year following the calendar year in which the initial One Hundred Seventy Five Thousand Dollar ($175,000) payment referred to in the preceding sentence is made to the City, the Project Developer shall make a payment to the City in the amount of One Hundred Seventy- Five Thousand Dollars ($175,000) no later than January 15 of each such calendar year. The City may deposit such payments into a separate City fund (the "Community Benefits Fund") exclusively dedicated to investment in Community Benefits related to the Project, including, but not limited to those Community Benefits discussed with the Developer in Phase 3 of the City's approved application process.

Section 4.3. Additional Community Benefits.

a. Developer agrees to provide additional Community Benefits as set forth in **Exhibit "E"** to this Agreement, including, but not limited to those Community Benefits discussed with the Developer in Phase 3 of the City's approved application process; and

b. The additional Community Benefits referenced in Subsection (a) of Section 4.3 and contained in **Exhibit "E"** shall include the following labor and employment-related elements:

1. The Developer's shall provide a Living Wage (as defined in the Recitals, above) to its employees;

2. If Developer employs ten (10) or more employees, it shall enter into a Labor Peace Agreement, as defined in the Recitals, above, and provide the City with evidence of such Labor Peace Agreement within ninety (90) days the City's issuance of a Certificate of Occupancy for the Project; and

3. The Developer shall utilize its reasonable best efforts to ensure that at least fifteen percent (15%) of its employees are persons domiciled in the City, but the Developer warrants that at least ten percent (10%) of its employees shall be persons domiciled in the City.

c. The City shall review the Developer's provision of Community Benefits referenced in this Section 4.3 pursuant to the annual review process set forth in Article 7.

Section 4.4. Quarterly Reports. In addition to the recordkeeping requirements set forth in El Monte Municipal Code Section 5.18.180, within twenty (20) days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the Project, Developer shall submit a so-called "Quarterly Report" to the City showing:

a. Gross Receipts for the immediate prior fiscal quarter received by the Developer; and

b. A calculation of Quarterly Community Benefits Fees due to the City from Developer for the immediate prior fiscal quarter.

Section 4.5. Penalty. If Developer fails to make a payment concerning Community Benefits Fees, as required by this Agreement, the City may impose a "Non-Payment Penalty." A Non-

Payment Penalty of one percent (1%) shall be applied to all past due Community Benefits Fees. The City shall deliver to Developer a "Notice of Non-Payment Penalty." Payment of the Non-Payment Penalty shall be in a single installment due on or before a date fifteen (15) days following delivery of the Non-Payment Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Recordkeeping. Records shall be maintained in accordance with El Monte Municipal Code Section 5.18.180 and the California Cannabis Laws.

Section 4.8. City Cannabis Tax. Should the City voters enact a tax or taxes applicable to the Developer with regard to its carrying out of Cannabis Cultivation, Cannabis Manufacturing, or Cannabis Distribution business in the City, the parties shall meet and confer in good faith to amend this Article in light of such tax, pursuant to Section 1.9 of this Agreement.

ARTICLE 5
INSURANCE AND INDEMNIFICATION

Section 5.1. General Liability Insurance. Developer shall maintain comprehensive general liability insurance issued by a California admitted insurance courier whose Best Insurance Guide, current edition insurance rating is not less than "B+(vii)" with a per-occurrence combined single limit of not less than Two Million Dollars ($2,000,000) with a claim deduction not more than One Hundred Thousand Dollars ($100,000) per claim. Such insurance policy shall name the City and City's elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives as "Additional Insureds" by endorsement with respect to the performance of this Agreement and shall include either a severability of interest clause or cross-liability endorsement and other customary and reasonable endorsements and provisions approved by the City's risk manager.

Section 5.2. Workers' Compensation Insurance. Developer shall maintain workers' compensation insurance for all its employees employed at or on the Project. Developer shall require each contractor and subcontractor working at or on the Project to provide workers' compensation insurance for its respective employees. Developer indemnification of City set forth in Section 5.4 of this Agreement shall apply to Developer's failure to maintain any such insurance.

Section 5.3. Evidence of Insurance. Evidence of the insurance in favor of the City required under Section 5.1 shall be provided to the City as of the Effective Date. Thereafter no Commercial Medicinal Cannabis Business Permit for the Project shall be valid unless and until Developer furnishes satisfactory evidence of the other insurance required in Article 5 of this Agreement. In each case, the evidence of insurance provided to the City shall include satisfactory evidence that the insurance carrier shall give the City at least fifteen (15) days' prior notice of the cancellation or reduction in coverage of each policy of insurance required in Article 5 of this Agreement.

Section 5.4. Indemnification. The Developer agrees to indemnify, defend with counsel acceptable to City, and hold harmless the City and City's elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives from any and all claims, costs (including legal fees and costs), or liabilities of any kind arising out of or connected to any act or omission of Developer or Developer's contractor, subcontractor, agent, or representative related to its establishment or operation of the Project or arising out of or related to the approval or issuance of any permit, license, or approval by the City for the Project, except to the extent such claims, costs, and liabilities are caused by the sole negligence or willful misconduct of the City. The Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge related to such claims, costs, or liabilities.

Section 5.5. Failure to Indemnify. The Developer's failure to indemnify the City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit, Commercial Medicinal Cannabis Business Permit, and Additional City Approvals, which shall entitle the City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which the City may rescind its approval of any entitlement, permit, or license related to the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against the City and City's elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives based upon the City's rescission or revocation of any applicable Conditional Use Permit, Commercial Medicinal Cannabis Business Permit, and Additional City Approvals, or City's failure to defend any claim, action, or proceeding based upon Developer's failure to indemnify the City.

Section 5.6. Waiver of Damages; Referendum. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from the Developer and, therefore, the Developer hereby waive all claims for damages against City for breach of this Agreement. The Developer further acknowledge that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. The Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledge that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waive all claims for damages against City in this regard.

Section 5.7. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

ARTICLE 6
MORTGAGEE PROTECTION

Section 6.1. Mortgagee Protection. This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site and any portion thereof following recordation of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value.

ARTICLE 7
ANNUAL REVIEW

Section 7.1. Timing of Annual Review. Pursuant to the Development Agreement Statute, the City shall conduct an annual review of Developer's good faith compliance with this Agreement. The City shall make reasonable efforts to conduct such review in conjunction with any applicable renewal application for a Commercial Medicinal Cannabis Business Permit, as required under El Monte Municipal Code Sections 5.18.090 and 5.18.110.

Section 7.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review by providing the Developer with thirty (30) days' written notice that the City intends to undertake such review. The Developer shall provide evidence in support of its good faith compliance with this Agreement to the City Manager, or his or her designee, no less than ten (10) business days prior to the hearing on the annual review. The City shall not waive its right to conduct its right to review this Development Agreement for failure to provide timely notice of the initiation of such annual review.

Section 7.3. Staff Reports. To the extent practical, the City shall deliver to the Developer a copy of all staff reports and related exhibits concerning the Developer's performance under the Agreement at least five (5) days prior to any annual review.

Section 7.4. Fee for Annual Review. The reasonable cost for the City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by the City in connection with such review.

ARTICLE 8
DEFAULT, REMEDIES, AND ESTOPPEL CERTIFICATES

Section 8.1. Default. The failure of either Party to perform any obligation or duty under this Agreement within the time required by this Agreement shall be a default and after the giving of notice and the passage of the applicable amount of time, such a default shall constitute an event of default.

Section 8.2. Notice. The "Complaining Party" may not assert that an event of default has occurred against the "Defaulting Party" unless the Complaining Party has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.

Section 8.3. Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default except as provided in the next sentence. In the case of a monetary default (e.g. failure to make the payments of fees required under this Ordinance), any such default must be cured by the payment of the amount demanded within such thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if:

a. The cure is commenced at the earliest practicable date following receipt of notice;

b. The cure is diligently prosecuted to completion;

c. At the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and

d. The default is cured at the earliest practicable date, but in no event later than sixty (60) days after receipt of the first notice of default.

Section 8.4. Remedies. If the Defaulting Party fails to cure a default in accordance with the foregoing, an event of default shall be deemed to have occurred and the Complaining Party shall have the right to seek all appropriate remedies, at law or in equity, including specific penalty or termination of this Agreement without further or separate notice to the Defaulting Party.

Section 8.5. Estoppel Certificates.

a. City shall, upon not less than thirty (30) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an estoppel certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement except as described in such estoppel certificate, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

b. The City may recover its actual and reasonable costs and attorneys' fees in connection with the timely dealing of any such estoppel certificate, in an amount not to exceed $2,500 per estoppel certificate.

ARTICLE 9
ADDITIONAL GENERAL/MISCELLANEOUS PROVISIONS

Section 9.1. Assignment. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement.

Section 9.2. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

DEVELOPER:
GSC Holding Group, LLC
19007 Garnet Way
Walnut, CA 91789
Attn: Teresa Tsai, Principal
(626) 841-8842
Peabrain1224@hotmail.com

CITY:
City of El Monte
Community and Economic Development Department
11333 Valley Boulevard
El Monte, California 91731
Attn: Betty Donavanik, Community and Economic Development Director
(626) 580-2056

Section 9.3. Governing Law and Venue. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 9.4. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 9.5. Constructive Notice and Acceptance. Every person who after the Effective Date and recording 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.

Section 9.6. Joint and Several Liability. Developer and Property Owner shall be jointly and severally liable for all obligations imposed on either or both under this Agreement, including any amount due under this Agreement pursuant to Section 1.10. Developer and Property Owner agree that the City may impose a lien and seek foreclosure on any parcel of the Site due to any default by Developer. Such consent is additionally set forth in **Exhibit "D"** to this Agreement.

Section 9.7. Waiver. A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

Section 9.8. Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

Section 9.9. Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 9.10. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

Section 9.11. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.12. Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

Section 9.13. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 9.14. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

Section 9.15. Attorneys' Fees and Costs. Unless otherwise provided in this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 9.16. Calculation of Time Period. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

Section 9.17. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against title of the Site within ten (10) business days of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as evidenced by the signatures of the authorized officers of each of them which appear below.

CITY

City of El Monte, a municipal corporation

By:_____
El Monte City Manager

Date:_____

Approved as to form

By:_____
Office of the El Monte City Attorney

Date:_____

DEVELOPER

GSC HOLDING GROUP, LLC

By:_____

Name: Teresa Tsai

Title: Principal

Date:_____

PROPERTY OWNER

OAKS BY THE LAKE, LLC

By:_____

Name:_____

Title:_____

Date:_____

[NOTARIZED SIGNATURES REQUIRED]

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

Fidelity National Title Company

634 Diamond Bar Blvd. • Diamond Bar, CA 91765
(909) 612-2500 • FAX (909) 612-1771

Please Sign and Return

TO: Marty Clinkuberry
Fidelity National Title
634 Diamond Bar Blvd.
Diamond Bar, CA 91765

DATE: March 25, 2009
ESCROW NO: 31014276-MC
PROPERTY ADDRESS:
4400 Temple City Boulevard, El Monte, CA 91731

PRELIMINARY REPORT APPROVAL

I have read the Preliminary Report dated March 20, 2009, covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances therein Item Nos. A,C-13 of said report, in addition, to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report.

Mláden Grbavac

Rev. 6/05

EXHIBIT "B"
SITE PLAN

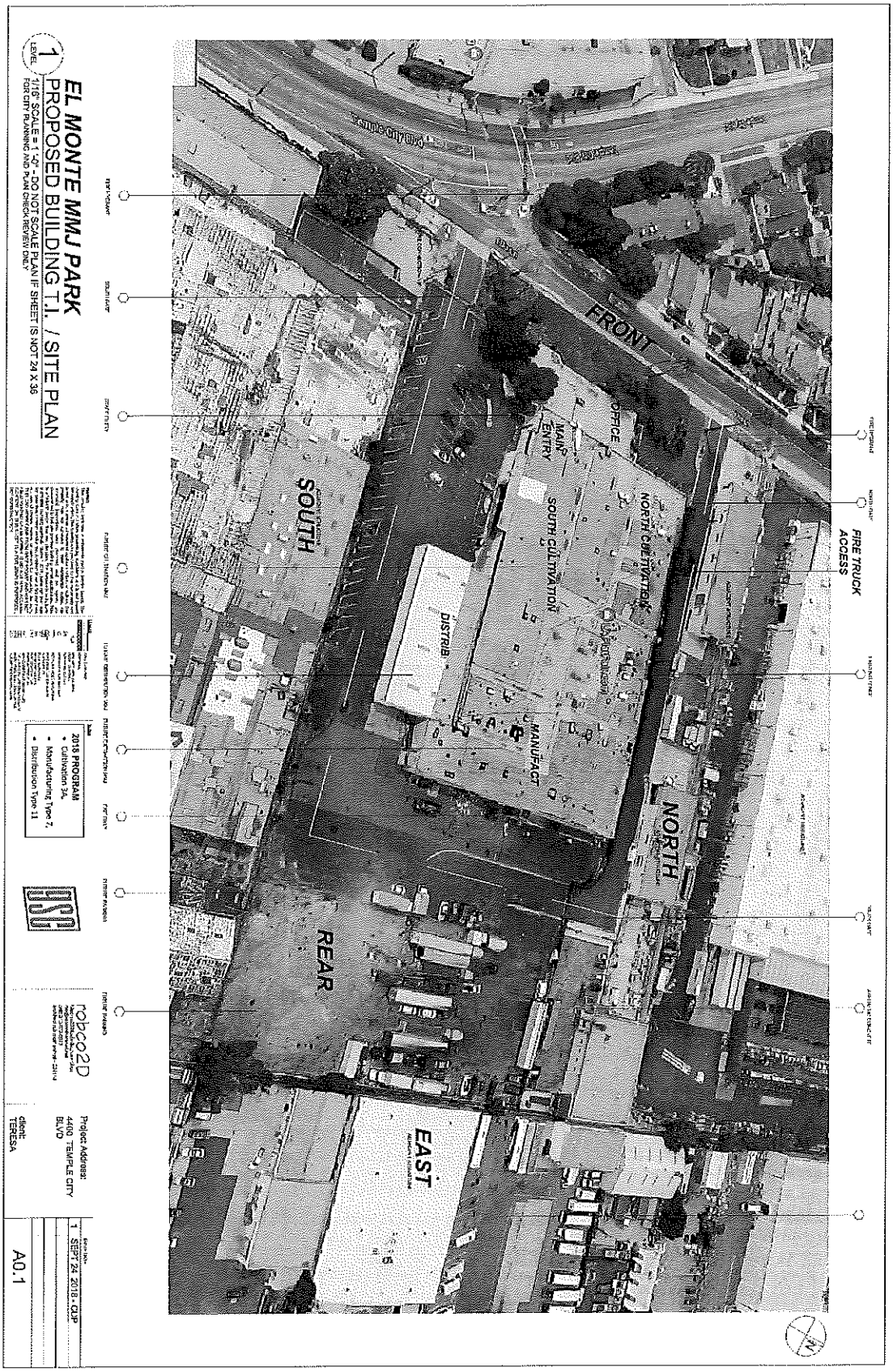

EXHIBIT "C"
FLOOR PLAN

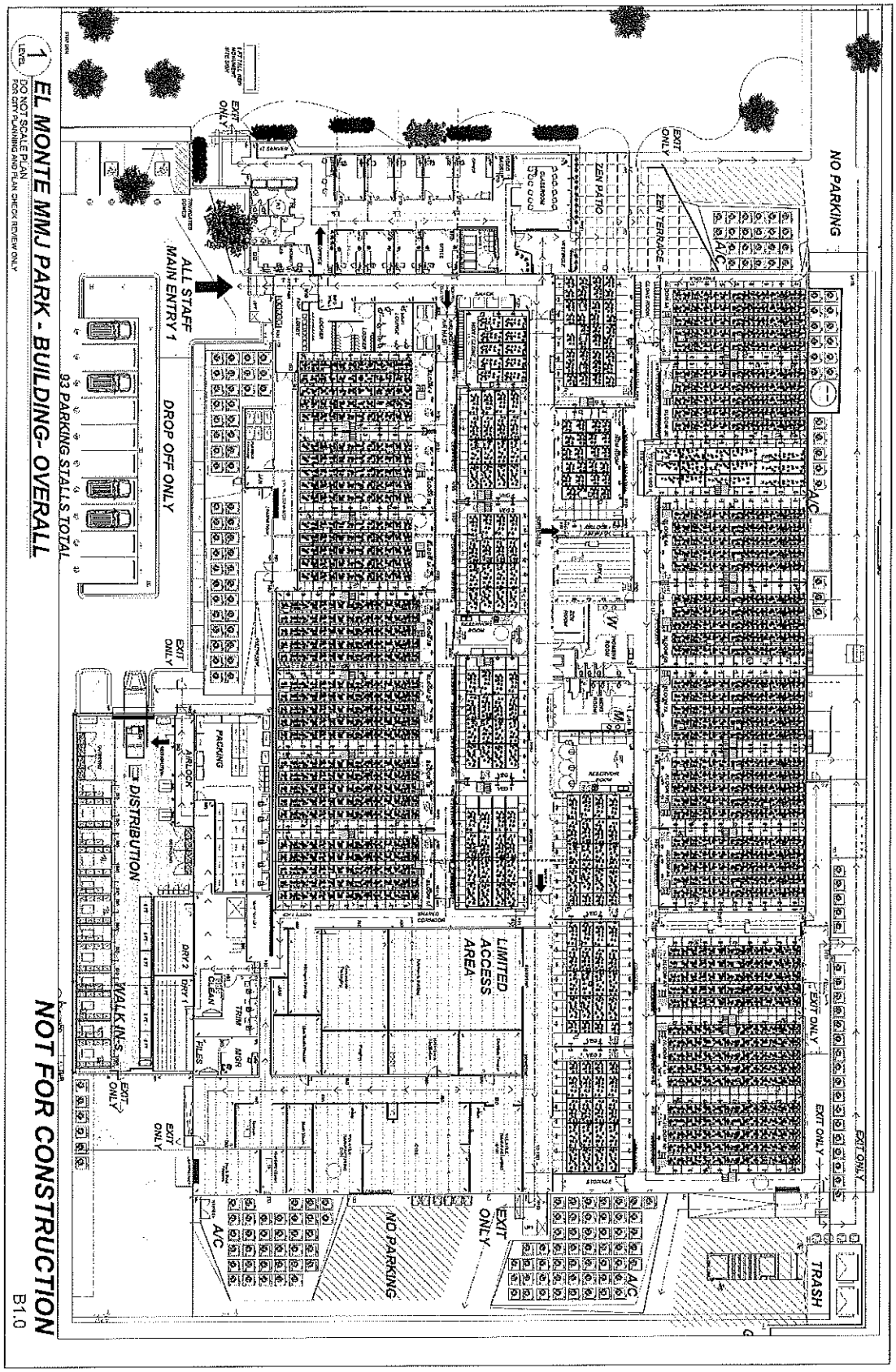

EXHIBIT "D"
PROPERTY OWNER'S CONSENT AGREEMENT

STATEMENT OF OWNER

I, Don Palmer declare as follows:

1. I am and was over the age of eighteen at all times referenced herein. I have personal knowledge of the following facts and if called as a witness, could and would competently testify thereto.

2. I am an authorized agent vested with authority by Oaks by the Lake, LLC, the owner of property located at 4400 Temple City Blvd, in the City of El Monte, California 91731 (the "Property"). The Owner has executed a lease agreement with GSG Green Group Holding LLC for use of the Property for a marijuana business as allowed by California State law and the City of El Monte Municipal Code and Ordinances. I am aware that GSG Green Group Holding LLC is submitting and application(s) to the City of El Monte for licenses for the use of the Property for medical marijuana cultivation, manufacturing and transportation operations. I am submitting this notarized Statement of Owner in support of the application(s).

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of December, 2017 in the City of El Monte, California.

Don Palmer, Authorized Agent

See Attachments

EXHIBIT "E"
ADDITIONAL COMMUNITY BENEFITS



EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

Fidelity National Title Company

634 Diamond Bar Blvd. • Diamond Bar, CA 91765
(909) 612-2500 • FAX (909) 612-1771

Please sign and return

TO: Marty Clinkaberry
Fidelity National Title
634 Diamond Bar Blvd.
Diamond Bar, CA 91765

DATE: March 25, 2009
ESCROW NO: 34014276-MC
PROPERTY ADDRESS:
4400 Temple City Boulevard, El Monte, CA 91731

PRELIMINARY REPORT APPROVAL

I have read the Preliminary Report dated March 20, 2009, covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances thereon Item Nos. A,C 13 of said report, in addition, to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report.

Mladen Grbavac

(Rev. 3/05)

EXHIBIT "B"
SITE PLAN



EXHIBIT "C"
FLOOR PLAN

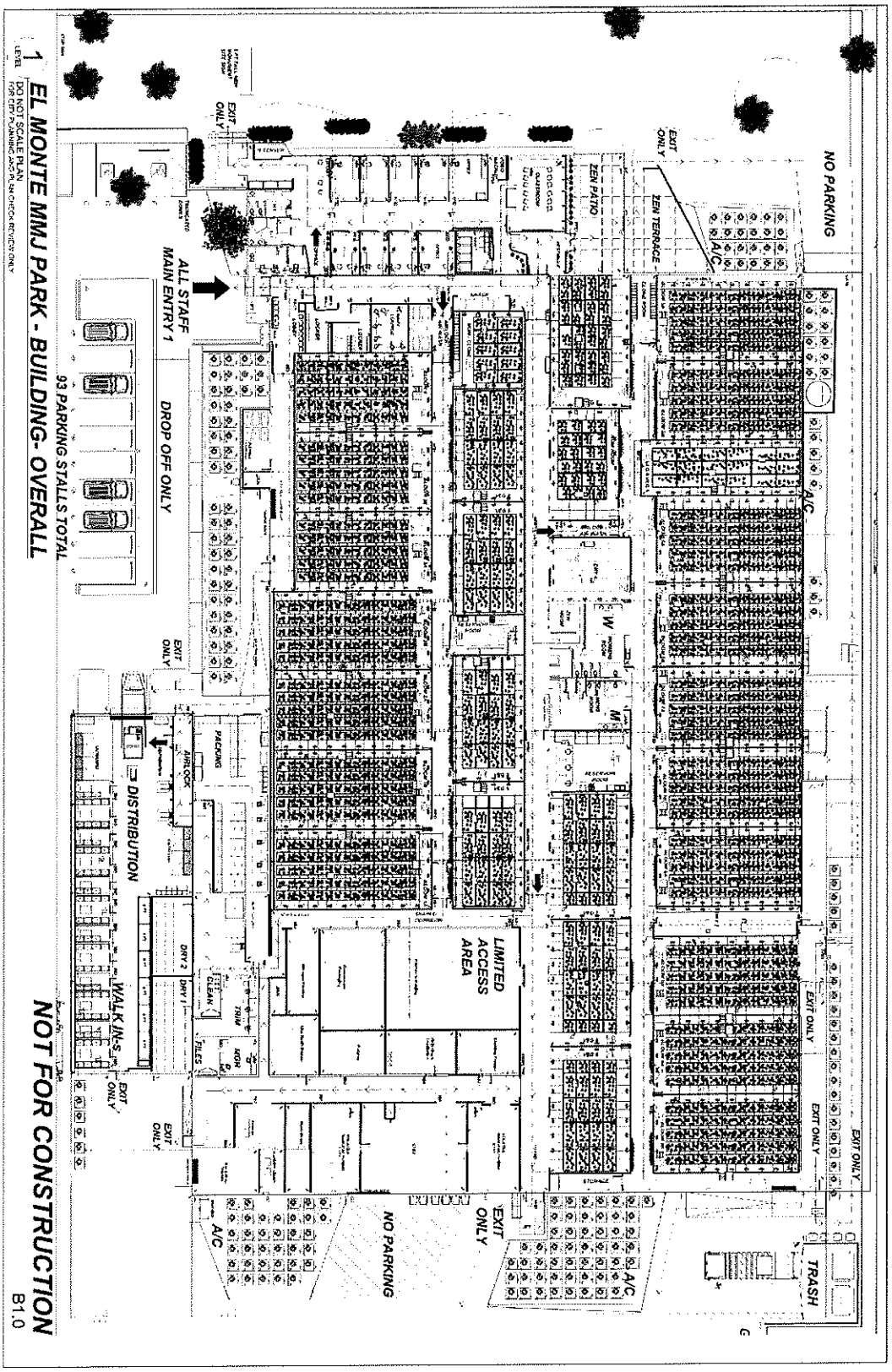

EXHIBIT "D"
PROPERTY OWNER'S CONSENT AGREEMENT

STATEMENT OF OWNER

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1. I am and was over the age of eighteen at all times referenced herein. I have personal knowledge of the following facts and if called as a witness, could and would competently testify thereto.

2. I am an authorized agent vested with authority by Oaks by the Lake, LLC, the owner of property located at 4400 Temple City Blvd, in the City of El Monte, California 91731 (the "Property"). The Owner has executed a lease agreement with GSG Green Group Holding LLC for use of the Property for a marijuana business as allowed by California State law and the City of El Monte Municipal Code and Ordinances. I am aware that GSG Green Group Holding LLC is submitting and application(s) to the City of El Monte for licenses for the use of the Property for medical marijuana cultivation, manufacturing and transportation operations. I am submitting this notarized Statement of Owner in support of the application(s).

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of December, 2017 in the City of El Monte, California.

Don Palmer, Authorized Agent

See Attachment 2

EXHIBIT "E"
ADDITIONAL COMMUNITY BENEFITS

This document contains the Community Benefits for GSC Holding Group LLC pertinent to the Cannabis-Business license application in the City of El Monte.

GSC HOLDING GROUP LLC

Community Benefits Plan

This document contains the Community Benefits for GSC Holding Group LLC pertinent to the Cannabis-Business license application in the City of El Monte.

GSC HOLDING GROUP LLC

Community Benefits Plan

SECTION I. PURPOSE

The purpose of the Community Benefits Plan for the GSC Holding Group LLC ("GSC") El Monte Project is to provide for a concerted and coordinated effort on the part of the City of El Monte and the operator to maximize the benefits of the project to the City of El Monte community.

GSC Holding Group LLC believes that any business coming into a new area has an obligation to be a "good neighbor" and provide benefits to the community as part of their mission. GSC strives to improve upon, add value, and benefit the communities where GSC does business. GSC's mission is to have a critical role in benefiting the local community in the City of El Monte. GSC views the City of El Monte as its "partner" and desires to benefit the local community as much as possible. As set forth in this Plan, GSC will do so in variety ways and will also attend the Community Benefits Committee meeting and revise this Plan, where necessary, to better serve the City and its residents. As GSC continues to grow within the community, we will continue to expand and add to these initiatives.

GSC's management will have a dedicated liaison to the City of El Monte to ensure that this Community Benefits Plan is implemented according to the needs of the City. GSC will support the Plan at the highest level of the organization. The senior management of GSC will be responsible for overseeing the implementation of the Plan along with representative from the City. GSC will allocate the necessary resources and evaluate on a regular basis, with input from the City, to provide the best benefits possible to the City.

1.1 Annual Food Drive

The Thanksgiving Holiday is a time to be grateful for what we have and give back to the local community. If afforded by the City of El Monte to be a business partner in the City, GSC will host an annual food drive specifically designed to benefit those in need. GSC will obtain sponsorships from vendors and collect food and monetary donations. All items collected will be distributed locally in partnership with local charities and other organizations. One of the core missions of GSC is assist those in need and the Thanksgiving Food Drive will provide a platform for our organization to give back.

1.2 Taking Picture with Santa and Annual Toy Drive

One of the most memorable and exiting holidays for children is Christmas, and the City of El Monte hosts picture with Santa during the month of December to give the kids something to remember. GSC plans to assist the City of El Monte both with contributions and volunteers to make sure the children in the City of El Monte have great memories of Christmas. GSC will obtain sponsorships from vendors and collect toys and monetary donations on behalf of the City. The toys will be distributed locally,

in partnership with local charities, local schools, local hospitals and other organizations to ensure the children of El Monte have a fun and fulfilled Christmas.

1.3 Sponsorship and Collaboration with Local Charities and Organizations.

GSC plans on sitting on the boards and sponsor multiple local charities and organizations. GSC will help guide contributions for charities and make regular monetary donations. With the help of the City of El Monte, GSC will identify specific charities to sponsor and support. Charities for children, police and fire departments, military and Veterans, performing arts centers, and drug prevention programs are top priorities for our organization.

1.4 Green El Monte

The City of El Monte is transforming to become the prominent center for the San Gabriel Valley; it is a beautiful place to live and work and the community continues to grow. One of GSC's objectives is to sponsor projects, at the discretion of the City, to further enhance and beautify the community. GSC will strive to make El Monte an even more beautiful place to live and work by donating funds to beautify and increase the green spaces in the City.

1.5 Donations to Social Programs

GSC has created a business philosophy and culture of volunteering to assist and donating to various social programs, such as addiction treatment, family counseling, drug education, after school programs, tutoring programs, and local law enforcement. GSC will, in collaboration with the City of El Monte, volunteer to assist and donate to various social programs in the City. GSC will gladly contribute to these organizations and charities and add value for the City of El Monte and its citizens.

1.6 Honoring the Veterans

In recognition of Veteran's Day, the City of El Monte has a longstanding tradition to honor and recognize those who serve the country. Each year, the City of El Monte has held a Veteran's Day celebration along with local business partners to recognize the sacrifices made by our brave men and women who serve the country. GSC will contribute and support the City of El Monte's commitment to Veterans Day by contribution funds for the special day and provide volunteers as needed by the City.

1.7 Donation to the City of El Monte

GSC plans to donate $50,000.00 annually to the City of El Monte to be used for Community Benefits. GSS will donate to a community investment fund to be monitored by the City Council and any committee designated by the City Council to oversee the expenditure of the funds.

ATTACHMENT 3

ORDINANCE NO. 2924

ORDINANCE NO. 2924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) AND TITLE 17 (ZONING) OF THE EL MONTE MUNICIPAL CODE TO PROHIBIT CANNABIS RETAILERS, DISPENSARIES, MICROBUSINESSES, AND DELIVERIES CITYWIDE AND TO ESTABLISH REGULATIONS AND A DISCRETIONARY REVIEW PROCESS FOR THE PROSPECTIVE ALLOWANCE OF MEDICINAL-ONLY COMMERCIAL CANNABIS ACTIVITIES (CULTIVATION, DISTRIBUTION, MANUFACTURING, AND LABORATORY TESTING) IN PORTIONS OF THE M-1 (LIGHT MANUFACTURING), M-2 (GENERAL MANUFACTURING), C-3 (GENERAL COMMERCIAL), AND O-P (PROFESSIONAL OFFICE) ZONES

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer; anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.";

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health and Safety Code Section 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances;

WHEREAS, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes;

WHEREAS, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries. In 2013, the California Third District Appellate Court further held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city."

WHEREAS, the Federal Controlled Substances Act (21 U.S. C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana. Despite such federal prohibition, on August 29, 2013, the United States Department of Justice issued a memorandum (the "Cole Memo") stating that, notwithstanding the federal classification of marijuana as a schedule 1 controlled substance, jurisdictions that have legalized marijuana in some form are less likely to be subject to federal enforcement under the Controlled Substances Act if they have implemented strong and effective regulatory and enforcement systems to follow eight guiding principles: (1) preventing the distribution of marijuana to minors; (2) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (3) preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (4) preventing state-authorized marijuana activity from being used as a cover or

pretext for the trafficking of other illegal drugs or other illegal activity; (5) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (6) preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (7) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and (8) preventing marijuana possession or use on federal property;

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

WHEREAS, on July 19, 2016, the City Council of the City of El Monte (the "City Council" of the "City") adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical "commercial cannabis activities," as defined under the MMRSA, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016;

WHEREAS, on August 2, 2016 the El Monte City Council adopted Ordinance No. 2890 to reinforce existing permanent prohibitions on medical marijuana dispensaries and cultivation;

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

WHEREAS, On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 would legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 15, 2016, the City Council adopted Urgency Ordinance No. 2902 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation;

WHEREAS, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products. On December 6, 2016, Urgency Ordinance No. 2905 was adopted by the City Council to establish a temporary moratorium on nonmedical "commercial cannabis activities" for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Urgency Ordinance No. 2907, on January 10, 2017;

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis";

WHEREAS, on September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive to MAUCRSA, including the removal of the requirement that licensed premises remain "separate and distinct" for each

license type; and

WHEREAS, in accordance with state law, the proposed Ordinance would allow certain medicinal-only commercial cannabis activities pursuant to MAUCRSA and locally tailored provisions pursuant to the City's police power under Section 7 of Article XI of the California Constitution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Chapter 5.17 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the El Monte Municipal Code is hereby repealed in its entirety.

SECTION 3. Section 17.06.160 (Medical Marijuana Dispensaries, Cooperatives, Collectives and Cultivation Prohibited in All Zones) of Chapter 17.06 (General Regulations) of Title 17 (Zoning) of the El Monte Municipal Code is hereby repealed in its entirety.

SECTION 4. Section 17.24.040 (Conditionally Permitted Uses in Specified Zones) of Chapter 17.24 (Conditional Use Permits) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended by the following Subsection 34, which shall read as follows:

(34) Medicinal commercial cannabis activities (cultivation, distribution, manufacturing, and laboratory testing), as permitted with City Council approval pursuant to Chapter 5.18 of this Code, in the portions of the M-1 (Light manufacturing), M-2 (General Manufacturing), C-3 (General Commercial), and O-P (Professional Office) zones, which are illustrated in Exhibit "A" to City Council Ordinance No. 2924. No such activity shall occur on a premises located within an 800 foot radius of a public or private school (kindergarten through grade 12), day care center, or youth center, that is in existence at the time the permit is issued. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law. No conditional use permit for such activity shall be valid without an accompanying and complementary development agreement entered into between the City and applicant, or designee, adopted in accordance with Chapter 17.84 and setting forth the terms and conditions under which the medicinal cannabis facility will operate, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare. Notice for conditional use permits for commercial cannabis activities, as set forth in Section 17.24.020(D)(2), shall be expanded to five hundred (500) feet. Except as provided herein in Section 17.24.040 and Chapter 5.18, all commercial cannabis activities are prohibited throughout the City.

SECTION 5. Chapter 5.17 (Medical Marijuana Dispensaries) of Title 5 (Business Licenses and Regulations) of the El Monte Municipal Code is hereby amended by the addition of a new Chapter 5.18 (Commercial Cannabis Activities), which shall read as follows:

Chapter 5.18 – COMMERCIAL CANNABIS ACTIVITIES

Section 5.18.010 – Purpose and Intent.

It is the purpose and intent of this Chapter 5.18 to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes, as advised and recommended by their health care provider(s), and to implement state law, which

includes, but is not limited to the provisions of the Medicinal Adult-Use Cannabis Recreation and Safety Act (hereinafter, "MAUCRSA"), as may be amended and augmented under state law, while imposing regulations on the use of land to protect the City's neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter 5.18 to regulate the cultivation, manufacturing, processing, testing, and distribution of medicinal cannabis and medicinal cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of El Monte, and to enforce rules and regulations consistent with state law. In part to meet these objectives, an annual permit shall be required to own and/or to operate a commercial medicinal cannabis business within El Monte. Nothing in this Chapter 5.18 is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this Chapter 5.18 are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

Section 5.18.020 – Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the MAUCRSA, as may be amended and augmented under state law and any subsequent state legislation regarding the same, the City is authorized to adopt ordinances that establish standards, requirements, and regulations for local licenses and permits for medicinal cannabis and medicinal cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City to medicinal cannabis, and/or medicinal cannabis-related activity.

Section 5.18.030 – Cannabis Cultivation and Commercial Medicinal Cannabis Business Activities Prohibited Unless Specifically Authorized by this Chapter.

A. Except as specifically authorized in this Chapter 5.18 and Section 17.24.040 of this Code, the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, distribution, delivery, and/or sale of cannabis or cannabis product is expressly prohibited in the City.

B. The following are expressly prohibited:

1. Adult-use commercial cannabis activities; and

2. Medicinal commercial cannabis delivery and/or sale, including dispensaries, and microbusinesses.

Section 5.18.040 – Compliance with Laws.

It is the responsibility of the owners and operators of the commercial medicinal cannabis business to ensure that it is, always, operating in a manner compliant with all applicable state and local laws and any regulations promulgated thereunder. Nothing in this Chapter 5.18 shall be construed as authorizing any actions which violate federal, state, or local law with respect to the operation of a commercial medicinal cannabis business. It shall be the responsibility of the owners and the operators of the commercial medicinal cannabis business to ensure that the commercial medicinal cannabis business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial medicinal cannabis business permit. Nothing in this Chapter 5.18 shall be construed as authorizing any actions which violate federal

or state law regarding the operation of a commercial medicinal cannabis business.

Section 5.18.050 – Definitions.

When used in this Chapter 5.18, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision. Definitions herein, which coincide with those set forth in MAUCRSA or other applicable state law, shall be deemed to include any successor or amended versions of such definitions.

A. "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. Cannabis does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter 5.18, cannabis does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

B. "Cannabis Business Park" a park or campus is one contiguous commercial area of land which has many cannabis related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.

C. "Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter 5.18. A cannabis concentrate is not considered food, as defined by Section 109935 of the California Health and Safety Code, or drug, as defined by Section 109925 of the California Health and Safety Code.

D. "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

E. "Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

F. "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

G. "City" or "City of El Monte" means the City of El Monte, a California General Law City.

H. "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging,

labeling, transportation, delivery or sale of cannabis and cannabis products as provided for in this Chapter 5.18

I. "Commercial medicinal cannabis business" means any business or operation which engages in medicinal commercial cannabis activity.

J. "Commercial medicinal cannabis business permit" means a regulatory permit issued by the City pursuant to this Chapter 5.18 to a commercial medicinal cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial medicinal cannabis business permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this Chapter 5.18 and any regulations adopted by the City governing the commercial cannabis activity at issue.

K. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

L. "Cultivation site" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities may occur. Cultivation sites must be licensed by the City and state pursuant to this Chapter 5.18.

M. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and schoolage child care centers.

N. "Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer.

O. "Dispensary" means a commercial medicinal cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.

P. "Dispensing" means any activity involving the retail sale of medicinal cannabis or medicinal cannabis products from a dispensary.

Q. "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between persons authorized to engage in permitted commercial cannabis activities pursuant to this Chapter 5.18.

R. "Distributor" means a person engaged in the business of purchasing medicinal cannabis from a licensed cultivator or medicinal cannabis products from a license manufacturer for sale to a licensed medicinal cannabis dispensary. Distributors must be licensed by the City and state pursuant to this Chapter 5.18.

S. "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

T. "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agriculture Code. An edible cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or drug, as defined by Section 109925 of the California Health and Safety Code. An edible cannabis product shall not

be deemed to be adulterated pursuant to Section 19347.6 of the Business and Professions Code solely because it contains cannabis.

U. "Greenhouse" means a fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

V. "Live plants" means living cannabis flowers and plants, including seeds, immature plants (including unrooted clones), and vegetative stage plants.

W. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

X. "Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container. A manufacturer may also be a person that infuses cannabis in its products but does not perform its own extraction.

Y. "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction, or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

Z. "Manufacturing site" means a location that produces, prepares, propagates, or compounds medicinal cannabis or medicinal cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis. Manufacturing sites must be licensed by the City and state pursuant to this Chapter 5.18.

AA. "Marijuana" means "cannabis," as that term is defined in this Chapter 5.18.

BB. "Microbusiness" means a commercial medicinal cannabis business facility of cultivation of medicinal cannabis on areas less than 10,000 square feet and also acts as a licensed distributor, manufacturer, and retailer.

CC. "Nursery" means a person that produces only clones, immature plants, seeds and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

DD. "Owner" means any of the following:

1. A person with an aggregate ownership interest of 20% or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance;

2. The chief executive officer of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the person applying for the license.

EE. "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5.

FF. "Permittee" means the holder of a valid, City-issued commercial medicinal cannabis business permit.

GG. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

HH. "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.

II. "Premises" means the designated structure or structures and land specified in the commercial medicinal cannabis business permit application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

JJ. "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

KK. "Testing laboratory" means a laboratory, facility, or entity in the City that offers or performs tests of medicinal cannabis or medicinal cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the medicinal cannabis industry in the state.

2. Licensed by the Bureau of Cannabis Control and is owned and operated by a person issued a valid commercial medicinal cannabis business permit for laboratory testing from the City.

LL. "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

MM. "Volatile solvent" means a solvent that is or produces a flammable gas vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

NN. "Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 5.18.060 – Cannabis Employee Permit Required.

A. Any person who is an employee or who otherwise works or volunteers within a commercial medicinal cannabis business must be legally authorized to do so under applicable state law. Employees, workers, or volunteers at businesses that are permitted by the City that are operating pursuant to Health & Safety Code Section 11362.775(a) as collectives or cooperatives until that subsection is repealed must be qualified patients or primary caregivers as required by state law.

B. Any person who is an employee or who otherwise works or volunteers within a commercial medicinal cannabis business must obtain a commercial medicinal employee work permit from the City prior to performing any work at any commercial medicinal cannabis business.

C. Applications for a commercial medicinal cannabis employee work permit shall be developed and made available by the City Manager or his/her designee(s), and shall include, but not be limited to, the following information:

1. Name, address, and phone number of the applicant;

2. Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application;

3. Name, address of the commercial medicinal cannabis businesses where the person will be employed, and the name of the primary manager of that business;

4. A list of any crimes enumerated in California Business and Professions Code Section 26507(b)(4) for which the applicant has been convicted;

5. Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

6. The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager or designee(s);

7. A signed statement under penalty of perjury that the information provided is true and correct;

8. If applicable, verification that the applicant is a qualified patient or primary caregiver; and

9. A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

D. The City Manager or designee(s) shall review the application for completeness and shall direct the Chief of Police to conduct a background check in accordance with Section 5.18.230(L) to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

1. Is dishonest; or

2. Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

3. Was convicted of a violent felony, a crime of moral turpitude; or

4. The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for medicinal cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of those types of crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial medicinal cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the

following (i) a conviction for any crime listed in Subsection (D)(4) above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

E. The City Manager or designee(s) shall issue the commercial medicinal cannabis work permit or a written denial to the applicant within ninety (90) days of the date the application was deemed complete by the City, unless the applicant stipulates to an extension of the City Manager's response time. Upon the request of a commercial medicinal cannabis business and while processing the application for a work permit, the City Manager or his/her designee(s) may issue a temporary work permit for an employee if the business demonstrates to the City Manager or his/her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the City Manager or his/her designee(s) upon determination that the applicant has failed the background check.

F. A work permit shall be valid for a twelve (12) month period from issuance and must be renewed on an annual basis. Renewal applications shall contain all the information required in Subsection B above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.

G. In the event a person changes employment from one commercial medicinal cannabis business in the City to another, the work permit holder shall notify the City Manager or his/her designee(s) in writing of the change within ten (10) days, or the work permit shall be suspended or revoked and such person shall not be permitted to work at any commercial medicinal cannabis business in the City.

H. The City may immediately revoke the commercial medicinal cannabis work permit should the permit holder be convicted of a crime listed in Subsection C and D above or if facts become known to the City Manager or his/her designee(s) that the permit holder has engaged in activities showing that he or she is dishonest.

I. The City Manager or designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

J. The applicant may appeal the denial or revocation of a commercial medicinal cannabis work permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial, which appeal shall be conducted as set forth in this Chapter 5.18.

K. The City Manager or his/her designee(s) shall issue a permit in the form of a personal identification card that can be worn by the employee, which shall include a photograph of such employee. The personal identification card shall be worn approximately chest-high on their outermost garment, in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

Section 5.18.070 – Commercial Medicinal Cannabis Business Permit Required to Engage in Commercial Medicinal Cannabis Business.

A. No person may engage in any commercial medicinal cannabis business or in any medicinal commercial cannabis activity within the City including cultivation, nursery, manufacture, processing, laboratory testing, transporting, or distribution, of cannabis or cannabis product unless the person (1) has a valid commercial medicinal cannabis business permit issued by the City

Manager upon City Council approval of a conditional use permit, development agreement, and any other applicable approvals, including, but not limited to, a building permit and business licenses; and (2) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial medicinal cannabis business and the commercial cannabis activities, including the duty to obtain any required state licenses.

B. Until Health & Safety Code Section 11362.775, subdivision (a), is repealed, the City intends that person's eligible to operate collectives or cooperatives under that subdivision shall be eligible to apply for a City permit to conduct commercial cannabis activities but only to the degree those activities are authorized under state law for collectives and cooperatives. When the Health & Safety Code Section 11362.775, subdivision (a), is repealed, or as soon as collectives and cooperatives are no longer permitted to engage in commercial cannabis activity under state law, any City permit holder operating a commercial medicinal cannabis business under a collective or cooperative who has not already obtained a state license for the commercial cannabis activities they are engaged in shall automatically forfeit his or her City commercial medicinal cannabis business permit. At that point, such former permit holder shall no longer be authorized to engage in any commercial cannabis activities in the City until they obtain both a City issued commercial medicinal cannabis business permit and a state license for that commercial cannabis activity.

C. The maximum number of each type of commercial medicinal cannabis business permits that shall be permitted to operate in the City, if any such maximum is desired by the City Council, shall be established by resolution of the City Council. Nothing in this Subsection creates a mandate that the City Council must issue any or all of the commercial medicinal cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements or further amendments to the application process.

D. Each year following the City Council's initial award of commercial medicinal cannabis business permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of commercial medicinal cannabis business permits which are authorized for issuance. The City Council, in its discretion, may determine by resolution that the number of commercial medicinal cannabis permits should stay the same or be expanded.

E. The City Council shall adopt, by resolution, an application process, and related forms, which shall provide for a point system based evaluation of applications by an independent third-party, who shall score applicants and recommend the best applicants to City staff for additional review by staff, which shall identify applicants who may apply for a conditional use permit and development agreement, in accordance with Section 17.24.040(34) of this Code. Additional points shall be awarded to applicants with 10 or more employees who commit to enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement, as defined in Business and Professions Code Section 26001(x).

F. Any person intending to open and to operate a commercial medicinal cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location of such business. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of such property, acknowledging that the property owner has read this Chapter 5.18 and consents to the operation of the commercial medicinal cannabis business on the owner's property.

G. At the time of filing, each applicant shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the application process.

H. THE CITY'S RESERVATION OF RIGHTS:

The City reserves the right to reject any or all applications received by the City for of commercial medicinal cannabis business permits. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter 5.18, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter 5.18, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application for a of commercial medicinal cannabis business permit. In addition to any other justification provided a failure to comply with other requirements in this Chapter 5.18, an application RISKS BEING REJECTED for any of the following reasons:

1. Proposal received after designated time and date.

2. Proposal not containing the required elements, exhibits, nor organized in the required format.

3. Proposal considered not fully responsive to this request for permit application.

4. Proposal contains excess or extraneous material not called for in the request for permit application.

Section 5.18.080 – Limitations on City's Liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a commercial medicinal cannabis business permit pursuant to this Chapter 5.18 or otherwise approving the operation of any commercial medicinal cannabis business. As a condition to the approval of any commercial medicinal cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial medicinal cannabis business permit:

A. They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the commercial medicinal cannabis business permit, the City's decision to approve the operation of the commercial medicinal cannabis business or activity, to process used by the City in making its decision, or the alleged violation of any federal, state, or local laws by the commercial medicinal cannabis business or any of its officers, employees, or agents.

B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney.

C. Reimburse the City for all costs and expenses, including but not limited to attorney's fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's commercial medicinal cannabis business permit or related to the City's approval of a medicinal commercial cannabis activity. The City, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 5.18.090 – Expiration of Commercial Medicinal Cannabis Business Permits.

Each commercial medicinal cannabis business permit issued pursuant to this Chapter 5.18 shall expire twelve (12) months after the date of its issuance. Commercial medicinal cannabis permits may be renewed as provided in Section 5.18.110.

Section 5.18.100 – Revocation of Commercial Medicinal Cannabis Business Permits.

Commercial medicinal cannabis business permits may be revoked for any violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this Chapter 5.18.

Section 5.18.110 – Renewal Applications for Commercial Medicinal Cannabis Business Permits.

A. An application for renewal of a commercial medicinal cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of a valid, current commercial medicinal cannabis business permit.

B. The renewal application shall contain all the information required for new applications.

C. The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter 5.18.

D. An application for renewal of a commercial medicinal cannabis business permit shall be rejected if any of the following exists:

   1. The application is filed less than sixty (60) days before its expiration.

   2. The commercial medicinal cannabis business permit is suspended or revoked at the time of the application.

   3. The commercial medicinal cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.

   4. The commercial medicinal cannabis business has failed to conform to the requirements of this Title, or of any regulations adopted pursuant to this Title.

   5. The permittee fails or is unable to renew its State of California license.

   6. If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter 5.18, of the City's Municipal Code, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the commercial medicinal cannabis business permit.

E. The City Manager or designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his/her designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his/her designee(s) shall be handled pursuant to Chapter 5.18.130.

F. If a renewal application is rejected, a person may file a new application pursuant to this Chapter 5.18 no sooner than one (1) year from the date of the rejection.

Section 5.18.120. – Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial medicinal cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial medicinal cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial medicinal cannabis business to operate within the City.

Section 5.18.130. – Appeals Regarding Commercial Medicinal Business License Permits.

A. Within ten (10) calendar days after the date of a decision of the City Manager or his/her designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

B. At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

C. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo, and shall conduct the hearing pursuant to the procedures set forth by the City.

D. The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.

E. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.

F. At the conclusion of the hearing the City Council may affirm, reverse or modify the decision appealed. The decision of the City Council shall be final.

5.18.140 – Change in Location; Updated Registration Form.

A. Any time the business location specified in the commercial medicinal cannabis business permit is changed, the applicant shall require a new commercial medicinal cannabis business permit in accordance with Section 5.18.070(A).

B. Within fifteen (15) calendar days of any other change in the information provided in the registration form or any change in status of compliance with the provisions of this chapter, including any change in the commercial medicinal cannabis business ownership or management members, the applicant shall file an updated registration form with the City Manager or designee(s) for review along with a registration amendment fee.

Section 5.18.150 – Transfer of Commercial Medicinal Cannabis Business Permit.

A. The owner of a commercial medicinal cannabis business license permit shall not transfer ownership or control of such permit to another person or entity

unless and until the transferee obtains an amendment to the permit from the City Manager or designee(s) stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the commercial medicinal cannabis business license permit application fee), and the City Manager or designee(s) determines that the transferee passed the background check required for permittees and meets all other requirements of this Chapter 5.18.

B. Commercial medicinal cannabis business permits issued through the grant of a transfer by the City Manager or designee(s) shall be valid for a period of one (1) year beginning on the day the City Manager or designee(s) approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter 5.18.

C. Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the City Council through the transfer process contained in this Subsection A, above. Failure to comply with this provision is grounds for commercial medicinal cannabis business license permit.

D. A permittee may change the form of business entity without applying to the City Manager or designee(s) for a transfer of permit, provided that either:

1. The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical), or

2. If the original permittee is a cooperative or collective and then transitions to a new business entity to comply with Section 5.18.070(B), provided that the original operator(s) of the original permittee business are the same, and the only change is removing collective/cooperative members from the ownership of the new business entity.

Although a transfer is not required in these two circumstances, the permittee is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

E. No commercial medicinal cannabis business permit may be transferred when the City Manager or Police Chief has notified the permittee that the permit has been or may be suspended or revoked.

F. Any attempt to transfer a commercial medicinal cannabis business permit either directly or indirectly in violation of this Section 5.18.150 is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 5.18.160 – City Business License.

Prior to commencing operations, a commercial medicinal cannabis business shall obtain a City of El Monte business license, pursuant to Chapter 5.04.

Section 5.18.170 – Building Permits and Inspection.

Prior to commencing operations, a commercial medicinal cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in the zone in which the business proposes to be located. These includes but are not limited to building permits, fire department

approvals, health and safety approvals, zoning approvals, including those set forth in Section 17.24.040(34).

Section 5.18.180 – Records and Recordkeeping.

A. Each owner and operator of a commercial medicinal cannabis business shall maintain accurate books and records in an electronic format, which detail all revenues and expenses of the business, including, but not limited to, all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial medicinal cannabis business permit issued pursuant to this Chapter 5.18), or at any time upon reasonable request of the City, each commercial medicinal cannabis business shall file a sworn statement detailing the number of sales by the commercial medicinal cannabis business during the previous 12-month period (or shorter period based upon the timing of the request) detailing sales for each month within such period in question. The statement shall also include gross sales for each month and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or designee(s).

B. Each owner and operator of a commercial medicinal cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial medicinal cannabis business and, separately, the same contact information of all officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the commercial medicinal cannabis business. The register required by this paragraph shall be provided to the City Manager or designee(s) upon a reasonable request.

C. Each commercial medicinal cannabis business shall maintain a record of all distributions of cannabis and cannabis products to other commercial medicinal cannabis businesses authorized by state law for a period of no less than four (4) years.

D. All commercial medicinal cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing, production, manufacturing, laboratory testing, and/or distribution, or other commercial cannabis activity processes until purchase or distribution for medicinal purpose as set forth under state law, as may subsequently be amended.

E. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) regulations, each commercial medicinal cannabis business shall grant City officials access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial medicinal cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents shall be produced no later than twenty-four (24) hours after receipt of the City's request for such data, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 5.18.190 – Security Measures.

A. A permitted commercial medicinal cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the commercial medicinal cannabis business. Except as may otherwise be determined by the Chief of

Police or designee(s), these security measures shall include, but are not limited to, all of the following:

1. Preventing individuals from remaining on the premises of the commercial medicinal cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial medicinal cannabis business.

2. Establishing limited access areas accessible only to authorized commercial medicinal cannabis business personnel.

3. Except for live growing plants, which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. All cannabis and cannabis products, including live plants which are being cultivated, shall be kept in a manner designed to prevent diversion, theft, and loss.

4. Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial medicinal cannabis business, which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur. The commercial medicinal cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the Chief of Police or designee(s), and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the Chief of Police or designee(s). Video recordings shall be maintained for a minimum of forty-five (45) days and shall be made available to the Chief of Police or designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial medicinal cannabis business.

5. Sensors shall be installed to detect entry and exit from all secure areas.

6. Panic buttons shall be installed in all commercial medicinal cannabis businesses.

7. Having a professionally installed, maintained, and monitored alarm system.

8. Any bars installed on the windows or the doors of the commercial medicinal cannabis business shall be installed only on the interior of the building.

9. Security personnel shall be on-site 24 hours a day or alternative security as authorized by the Police Chief or designee(s). Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the Chief of Police or designee(s), which shall not be unreasonably withheld.

10. Each commercial medicinal cannabis business shall install standby generators and have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

11. Additional security measures may be added through the review of the conditional use permit and development agreement process.

B. Each commercial medicinal cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available

to meet with the Chief of Police or designee(s) regarding any security related measures or and operational issues.

C. As part of the application and permitting process each commercial medicinal cannabis business shall have a storage and transportation plan and currency management plan, which describes in detail the procedures for safely and securely storing, disposing and transporting all cannabis, cannabis products, and any currency.

D. The commercial medicinal cannabis business shall cooperate with the City whenever the Chief of Police or designee(s) makes a request, upon reasonable notice to the commercial medicinal cannabis business, to inspect or audit the effectiveness of any security plan or of any other requirement of this Title.

E. A commercial medicinal cannabis business shall notify the Chief of Police or designee(s) within twenty-four (24) hours after discovering any of the following:

1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the Chief of Police or designee(s).

2. Diversion, theft, loss, or any criminal activity involving the commercial medicinal cannabis business or any agent or employee of the commercial medicinal cannabis business.

3. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees and/or agents of the commercial medicinal cannabis business.

4. Any other breach of security.

Section 5.18.200 – Restriction on Alcohol Sales.

No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial medicinal cannabis business.

Section 5.18.210 – Compliance with Laws.

It is the responsibility of the owners and operators of the commercial medicinal cannabis business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws and any regulations promulgated and applicable thereunder. Nothing in this Chapter 5.18 shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a commercial medicinal cannabis business. It shall be the responsibility of the owners and the operators of the commercial medicinal cannabis business to ensure that the commercial medicinal cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, the 2008 Attorney General Guidelines any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial medicinal cannabis business permit. Nothing in this Chapter 5.18 shall be construed as authorizing any actions which violate state law with regard to the operation of a commercial medicinal cannabis business.

Section 5.18.220 – Fees and Charges.

A. No person may commence or continue any medicinal commercial cannabis activity in the City without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of such activity shall be established by resolution of the City Council which may be amended from time to time.

B. All commercial medicinal cannabis businesses authorized to operate under this Title shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial medicinal cannabis business shall cooperate with City with respect to any reasonable request to audit the commercial medicinal cannabis business' books and records for the purpose of verifying compliance with this section, including, but not limited to, a verification of the amount of taxes required to be paid during any period.

Section 5.18.230 – Miscellaneous Operating Requirements.

A. Commercial medicinal cannabis businesses may operate only during the hours specified in the commercial medicinal cannabis business permit issued by the City and must comply with state law at all times.

B. Restriction on Consumption of Cannabis. Cannabis shall not be consumed on the premises of any commercial medicinal cannabis businesses or elsewhere in the City other than within private residences.

C. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial medicinal cannabis business permit or on any of the vehicles owned or used as part of the commercial medicinal cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

D. Reporting and Tracking of Product and of Gross Sales. Each commercial medicinal cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial medicinal cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial medicinal cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or designee(s) prior to being used by the permittee.

E. Each commercial medicinal cannabis business shall install standby generators and have the capability to remain operational during a power outage.

F. All cannabis and cannabis products sold, distributed, and/or manufactured shall be cultivated, manufactured, and distributed by licensed facilities that maintain operations in full conformance with the state and local regulations.

G. There shall not be a physician located in or around any commercial medicinal cannabis business at any time for the purpose of evaluating patients for the issuance of a medicinal cannabis prescription or card where applicable.

H. Emergency Contact. Each commercial medicinal cannabis business shall provide the City Manager or designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

I. Signage and Notices.

1. In addition to the requirements otherwise set forth in this section, business identification signage for a commercial medicinal cannabis business shall conform to the requirements of the El Monte Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

2. No signs placed on the premises of a commercial medicinal cannabis business shall obstruct any entrance or exit to the building or any window.

3. Each entrance to a commercial medicinal cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises, or in the areas adjacent to the premises, is prohibited.

4. The entrance to the commercial medicinal cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial medicinal cannabis business.

5. Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial medicinal cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial medicinal cannabis business or elsewhere including, but not limited to, the public right-of-way.

6. Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards, or other prohibited signs may be used at any time.

7. Holders of commercial medicinal cannabis business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial medicinal cannabis business located in the City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere in the state. This paragraph is not intended to place limitations on the ability of a commercial medicinal cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

J. Minors. Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial medicinal cannabis business and shall not be allowed to serve as a driver for a transport service. It shall be unlawful and a violation of this Chapter 5.18 for any person to employ any person at a commercial medicinal cannabis business who is not at least twenty-one (21) years of age.

K. Odor Control. Odor control devices and techniques shall be incorporated in all commercial medicinal cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial medicinal cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial medicinal cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial medicinal cannabis business. As such, commercial medicinal cannabis businesses must install and maintain the following equipment, or any other equipment which the Economic Development Director or designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

2. An air system that creates negative air pressure between the commercial medicinal cannabis business's interior and exterior, so that the odors generated inside the commercial medicinal cannabis business are not detectable on the outside of the commercial cannabis business.

L. Display of Permit and City Business License. The original copy of the commercial medicinal cannabis business permit issued by the City pursuant to this Chapter 5.18 and the City issued business license shall be posted inside the commercial medicinal cannabis business in a location readily-visible to the public.

M. Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer, of the commercial medicinal cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the El Monte Police Department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial medicinal cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police or designee(s), as required by this Chapter 5.18. A fee for the cost of the background investigation, which shall be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial medicinal cannabis business permit is submitted.

N. Loitering. The owner and/or operator of a commercial medicinal cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.

O. Additional operating requirements may be added through the review of the conditional use permit and development agreement process.

P. If a commercial medicinal cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis shall sign an agreement with the commercial medicinal cannabis business which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the "Memorandum for all United States Attorneys," issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.

Q. If the commercial medicinal cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the commercial medicinal cannabis business shall terminate the membership of any member violating any of the provisions of this Title.

Section 5.18.240 – Additional Operational Requirements.

The City Manager or designee may develop additional commercial medicinal cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 5.18.250 – Operating Requirements for Cultivation Facilities.

A. Cultivation facilities must operate at all times in accordance with state law.

B. Cultivation facilities may locate within appropriate areas as described in Section 17.24.040(34), subject to the regulations set forth in this Chapter

5.18, and subject to whatever additional regulations may be promulgated hereunder by the City Council or designee.

C. Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors. All outdoor cultivation is prohibited.

D. In no case, shall cannabis plants be visible from the facility's parking lot, a public or private road, sidewalk, park, or any common public viewing area.

E. Commercial medicinal cannabis cultivation in this City shall only be allowed to cultivate within canopy space limitations under state law.

F. Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

G. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

H. In no case shall any hazardous, flammable, or explosive substances be used to process or manufacture cannabis products on site, unless a separate medicinal commercial cannabis permit is issued for the premises, which allows the use of such substances (e.g. manufacturing).

I. The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial medicinal cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.

J. All applicants for a medicinal cannabis cultivation permit shall submit the following in addition to the information generally otherwise required for a commercial medicinal cannabis business:

1. A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation, and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).

2. A description of a legal water source, irrigation plan, and projected water use.

3. Identification of the source of electrical power and plan for compliance with applicable Building Codes and related regulations, codes, and/or rules.

4. Plan for addressing odor and other public nuisances which may derive from the cultivation site.

K. Additional operating requirements may be added through the review of the conditional use permit and development agreement process.

Section 5.18.260 – Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

The manufacturing of food or other products infused with or which otherwise contain cannabis may be manufactured within the appropriate areas as set forth

in Section 17.24.040(34), subject to state law, the regulations set forth in this Chapter 5.18, and whatever additional regulations may be promulgated hereunder by an the City Council or designee.

Section 5.18.270 – Packaging and Labeling.

A. The packaging and labeling of edible cannabis or edible cannabis products shall comply at all times with state law.

B. Before a commercial medicinal cannabis manufacturer prepares any edible cannabis or edible cannabis product for retail sale, it shall be labeled and placed in tamper-evident packaging which at least meets the requirements of California Business and Professions Code Section 19347, as the same may be amended from time-to-time or superseded or replaced by subsequent state legislation or by any department or division of the State of California.

C. All items to be sold or distributed shall be individually wrapped at the original point of preparation by the business permitted as a commercial cannabis manufacturer.

D. Labeling must include a warning if nuts or other known allergens are used, and must include the total weight (in ounces or grams) of cannabis in the package.

E. A warning that the item is a medication and not a food must be clearly legible on the front of the package and/or must comply with state packing requirements.

F. The package must have a label warning that the product is to be kept away from children.

G. The label must also state that the product contains cannabis and must specify the date of manufacture and the manufacturer's information, including, but not limited to, address, phone number, and commercial medicinal cannabis business permit number.

H. Any edible cannabis product that is made to resemble a typical food product must be in a properly labeled opaque (non-see-through) package before it leaves the commercial cannabis manufacturing business.

I. Distributions must be in a properly labeled opaque package when distributed.

J. The City Council, or designee, may impose additional packaging and labeling requirements on cannabis or cannabis products.

Section 5.18.280 – Operating Requirements for Cannabis Manufacturing (Levels One and Two), Extraction, and the Like

A. Cannabis manufacturing facilities shall comply with state law at all times.

B. Cannabis manufacturing facilities requiring a Type-6 or Type-7 state license (using non-volatile and volatile solvents) as defined in California Business and Professions Code Section 19341, may be permitted to operate within those areas as set forth in Section 17.24.040(34).

C. Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial medicinal cannabis business permit shall be limited to a total number of tanks as authorized by the Fire Department on the property at any time.

D. Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, propane, or heptane or other solvents or gases exhibiting low to

minimal potential human-related toxicity approved by the City. These solvents must be of at least ninety-nine percent purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents, work an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

E. If an extraction process uses a professional grade closed loop CO_2 gas extraction system where every vessel is certified by the manufacturer for its safe use as referenced in Subsection F of this Section, he CO_2 must be of at least ninety-nine percent purity.

F. Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

G. Certification from an engineer licensed by the State of California must be provided to the Economic Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

   1. The American Society of Mechanical Engineers (ASME);

   2. American National Standards Institute (ANSI);

   3. Underwriters Laboratories (UL); or

   4. The American Society for Testing and Materials (ASTM).

   5. The certification document must contain the signature and stamp of the professional engineer and serial number of the extraction unit being certified.

H. Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Codes.

I. Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

J. Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. All Ethanol must be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

K. Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

L. Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

M. Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

N. Additional manufacturing requirements may be added through the review of the conditional use permit and development agreement process.

Section 5.18.290 – Promulgation of Regulations, Standards and Other Legal Duties

A. In addition to any regulations adopted under state law or by the City Council, the City Manager or designee is authorized to establish any additional rules, regulations, and standards governing the issuance, denial or renewal of commercial medicinal cannabis business permits, the ongoing operation of commercial medicinal cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter 5.18.

B. Regulations shall be published on the City's website.

C. Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial medicinal cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or designee(s).

D. Testing Labs and distribution facilities shall be subject to state law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this Chapter 5.18.

Section 5.18.300 – Community Relations.

A. Each commercial medicinal cannabis business shall provide the name, telephone number, and e-mail address of a community relations contact to whom notice of problems associated with the commercial medicinal cannabis business can be provided. Each commercial medicinal cannabis business shall also provide the above information to all businesses and residences located within one hundred and fifty (150) feet of the commercial medicinal cannabis business.

B. During the first year of operation pursuant to this Chapter 5.18, the owner, manager, and community relations representative from each commercial medicinal cannabis business holding a permit issued pursuant to this Chapter 5.18 shall attend a quarterly meeting with the City Manager or designee(s) and other interested parties as deemed appropriate by the City Manager or designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter 5.18. After the first year of operation, the owner, manager, and community relations representative from each such commercial medicinal cannabis business shall meet with the City Manager or designee(s) when and as requested by the City Manager or designee(s).

C. Commercial medicinal cannabis businesses to which a permit is issued pursuant to this Chapter 5.18 shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

Section 5.18.310 – Fees Deemed Debt to City of El Monte.

The amount of any fee, cost or charge imposed pursuant to this Chapter 5.18 shall be deemed a debt to the City that is recoverable via authorized processes as set forth in the El Monte Municipal Code or available through any court of competent jurisdiction.

Section 5.18.320 – Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter 5.18 shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or

about the premises of the commercial medicinal cannabis business whether or not said violations occur within the permit holder's presence.

Section 5.18.330 – Inspection and Enforcement.

A. The City Manager, Chief of Police, or designee(s) charged with enforcing the provisions of the El Monte Municipal Code, or any provision thereof, may enter the location of a commercial medicinal cannabis business at any time, without notice, and inspect the location of any commercial medicinal cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter 5.18 or under applicable provisions of state law.

B. It is unlawful for any person having responsibility over the operation of a commercial medicinal cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings, or other documents required to be maintained by a commercial medicinal cannabis business under this Chapter 5.18 or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial medicinal cannabis business under this Chapter 5.18 or under state or local law.

C. The City Manager, Chief of Police, or designee(s) charged with enforcing the provisions of this Chapter 5.18 may enter the location of a commercial medicinal cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City shall be logged, recorded, and maintained in accordance with the El Monte Police Department standards for evidence.

Section 5.18.340 – Concurrent Regulation with State.

It is the stated intent of this Chapter 5.18 to regulate commercial medicinal cannabis activity in the City of El Monte concurrently with the State of California.

Section 5.18.350 – Violations Declared a Public Nuisance.

Each and every violation of the provisions of this Chapter 5.18 is hereby deemed unlawful and a public nuisance.

Section 5.18.360 – Each Violation a Separate Offense.

Each and every violation of this Chapter 5.18 shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the El Monte Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter 5.18 shall be subject to injunctive relief, any permit issued pursuant to this Chapter 5.18 being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial medicinal cannabis business or persons related to, or associated with, the commercial medicinal cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, Chief of Police, or designee(s), may take immediate action to temporarily suspend a commercial medicinal cannabis business permit issued by the City, pending a hearing before the City Council.

Section 5.18.370 – Criminal Penalties.

Each and every violation of the provisions of this Chapter 5.18 may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars ($1,000) or imprisonment in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment.

Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 5.18.380 – Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

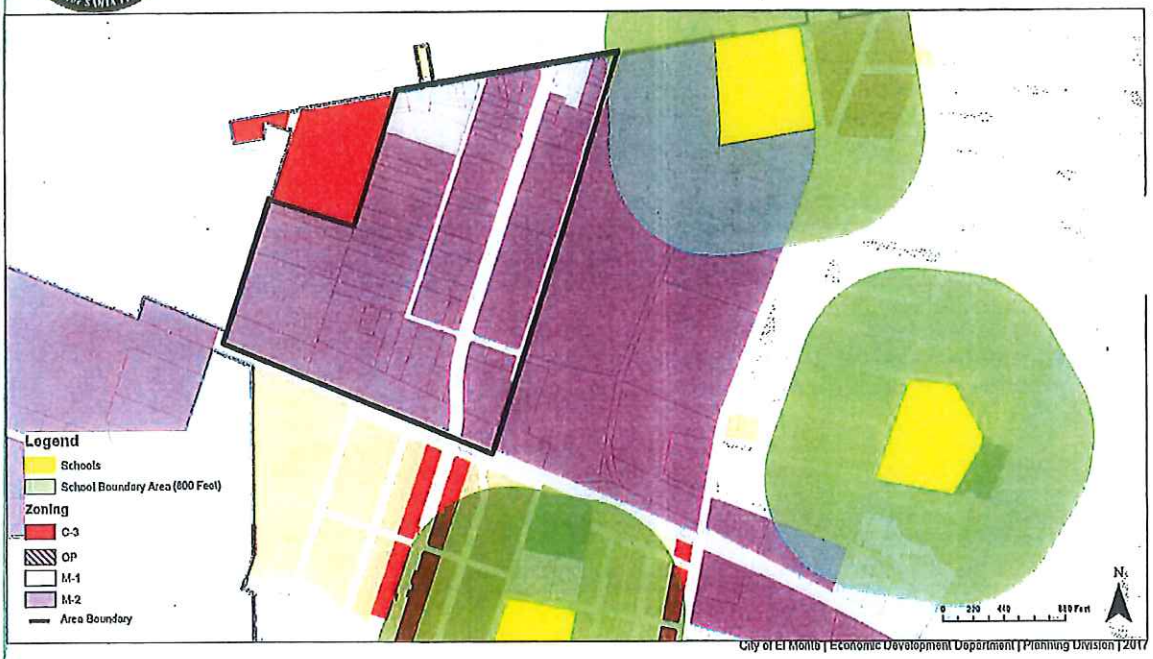
SECTION 6. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

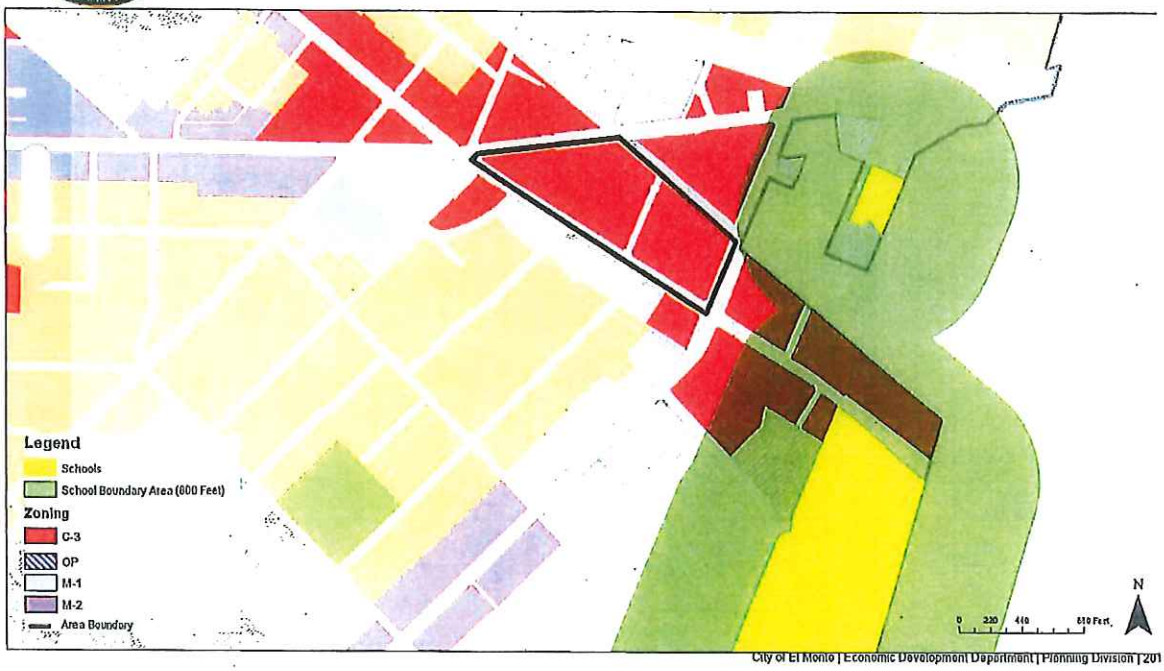
SECTION 8. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

EXHIBIT "A"

Medicinal-Only Commercial Cannabis
Northwest Area

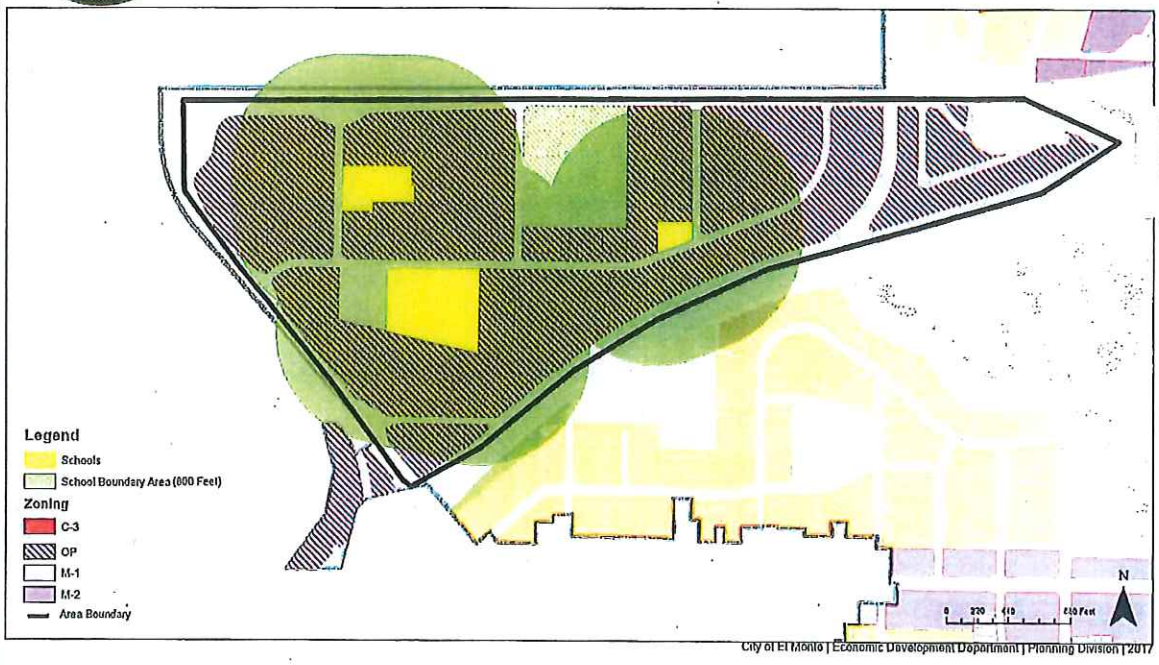


Medicinal-Only Commercial Cannabis
East Valley Entryway Area



City of El Monte | Economic Development Department | Planning Division | 201

Medicinal-Only Commercial Cannabis
Flair Park Area



PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 8th day of November, 2017.

Andre Quintero, Mayor
City of El Monte

ATTEST:

for
Jonathan Hawes, City Clerk
City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Jonathan Hawes, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No. 2924 was introduced for a first reading on the 3rd day of October, 2017 and approved for a second reading and adopted by said Council at its regular meeting held on the 8th day of November, 2017 by the following vote, to-wit:

AYES: Mayor Quintero, Mayor Pro Tem Velasco, Councilmember Martinez

NOES: None

ABSTAIN: None

ABSENT: Councilmembers Gomez and Macias

for
Jonathan Hawes, City Clerk
City of El Monte

ATTACHMENT 4

PLANNING COMMISSION STAFF REPORT AND RESOLUTION NO. 3527

TO:	CITY PLANNING COMMISSION
FROM:	BETTY DONAVANIK COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR JASON C. MIKAELIAN, AICP CITY PLANNER
BY:	BETTY DONAVANIK COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
APPLICATION:	DEVELOPMENT AGREEMENT NO. 02-18; MEDICINAL CANNABIS CONDITIONAL USE PERMIT NOS. 07-18, 08-18, AND 09-18
LOCATION:	4400 TEMPLE CITY BOULEVARD
APPLICANT:	TERESA TSAI GSC HOLDING GROUP, LLC 19007 GARNET WAY WALNUT, CA 91789
PROPERTY OWNER:	OAKS BY THE LAKES, LLC 4400 TEMPLE CITY BOULEVARD EL MONTE, CA 91731
ENVIRONMENTAL DETERMINATION:	MITIGATED NEGATIVE DECLARATION
RECOMMENDATION:	ADOPT A MOTION APPROVING PLANNING COMMISSION RESOLUTION NO. 3527 (ATTACHMENT 1) TO: 1) RECOMMEND THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. 02-18; 2) RECOMMEND THE CITY COUNCIL APPROVE MEDICINAL CANNABIS CONDITIONAL USE PERMIT NOS. 07-18, 08-18, AND 09-18 SUBJECT TO CONDITIONS; AND 3) RECOMMEND THE CITY COUNCIL ADOPT AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

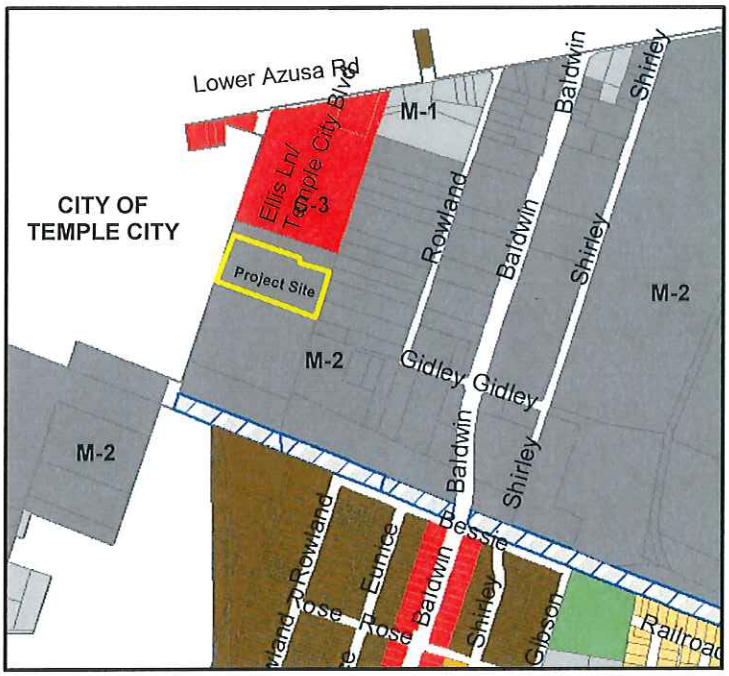
SUBJECT PROPERTY:

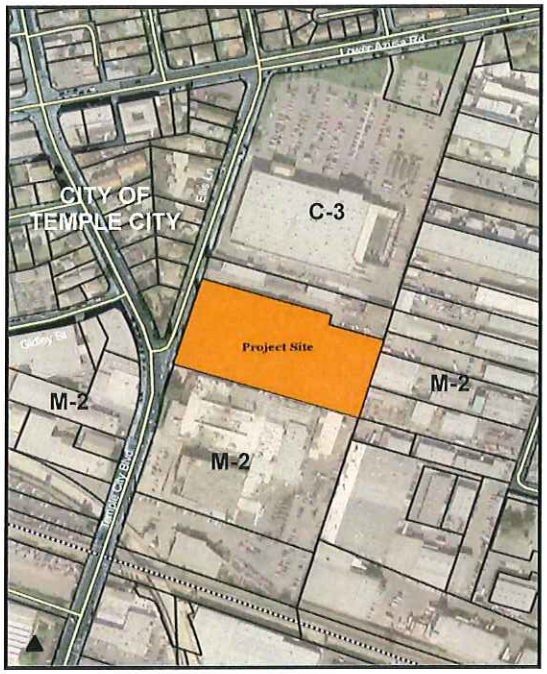
Location:	East side of Ellis Lane/Temple City Boulevard
General Plan:	Industrial/Business Park
Zone:	M-2 General Manufacturing
Street Frontage:	Temple City Boulevard: 350 feet
Size:	4.44 acres
Existing Development:	71,658 SF industrial building

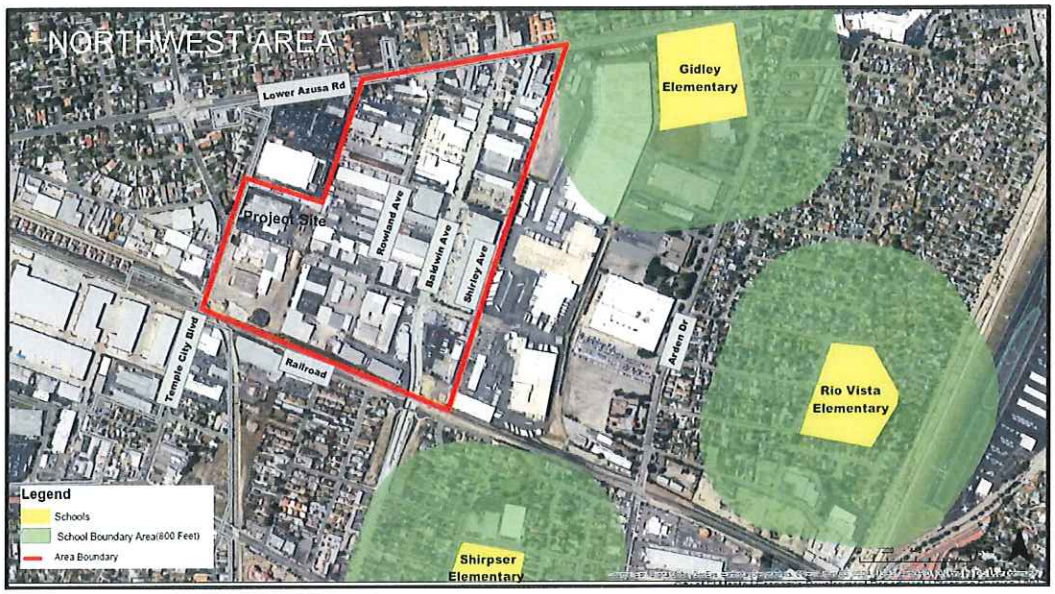
SURROUNDING PROPERTIES:

	Zoning:	General Plan:	Land Use:
North:	C-3	Regional Commercial	Commercial Center (Home Depot)
South:	M-2	Industrial/Business Park	Industrial
East:	M-2	Industrial/Business Park	Industrial
West:	Temple City	Temple City	Residential (Temple City)

ZONING AND AERIAL PHOTO







REQUEST:

The Applicant, GSC Holding Group, LLC requests to conduct a commercial medicinal cannabis operation pursuant to El Monte City Ordinance No. 2924 within an existing 71,658 square foot industrial building located in the M-2 General Manufacturing zone. The proposed project will be located on a 4.4 acre site with frontage along the east side of Ellis Lane/Temple City Boulevard. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. Medicinal and adult-use commercial cannabis *retail* activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed project. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed uses. Security features, including but not limited to, onsite security and security cameras, will be provided. A total of 93 parking spaces are proposed. Access to the project site is provided via two (2) existing driveways located on the east side of Ellis Lane/Temple City Boulevard.

The following entitlements are requested pursuant to the requirements of Chapters 5.18 (Commercial Cannabis Activities), 17.24 (Conditional Use Permits), and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC):

- **Development Agreement No. 02-18** to vest certain development rights and provide community benefits to the City;
- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18** for medicinal cannabis cultivation;
- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 08-18** for medicinal cannabis manufacturing;

- **Medicinal Cannabis Conditional Use Permit (MCCUP) No. 09-18** for medicinal cannabis distribution; and

- Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Other permits will also be required, including building permits for the interior tenant improvements, new utility connections, and building occupancy. The project Applicant intends to obtain the following state licenses: TYPE 3A Cultivation Indoor Medium License, TYPE 7 Manufacturer 2, and TYPE 11 Distributor License in order to effectuate commercial medicinal cannabis cultivation, manufacturing, and distribution. The project Applicant will also be required to obtain additional licenses from the State, City, and County.

PLANNING COMMISSION REVIEW:

The Planning Commission will serve as the recommending body with the City Council making a final decision at a future public hearing. While conditional use permits traditionally are approved or denied by the Planning Commission with the City Council only providing review upon an appeal of an underlying Planning Commission meeting, conditional use permits for authorized commercial cannabis activities require City Council review pursuant to Ordinance No. 2924. Planning Commission review of proposed Development Agreements is required under El Monte Municipal Code Section 17.84.120 and state law.

STATE LICENSING REQUIREMENT:

Pursuant to the Medicinal and Adult-Use Cannabis Regulations and Safety Act, commercial cannabis activities require license from both the State and local jurisdiction in which such activities are proposed. Accordingly, any proposed commercial cannabis activity that could be potentially locally authorized by the Planning Commission cannot commence unless the Applicant applies for and obtains the necessary state licenses for such activity, which involves strict vetting and review by the State licensing authorities.

BACKGROUND:

In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."

In 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP.

Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis.

On July 19, 2016, the City Council of the City of El Monte (the "City Council" of the "City") adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical "commercial cannabis activities," as defined under the MMRSA, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016.

The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA"), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved by California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis."

On September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive to MAUCRSA. The Bureau of Cannabis Control was established under MAUCRSA. Title 16, Division 42, Bureau of Cannabis Control, of the California Code of Regulations contains State drafted regulations governing the use and possession of medical and recreational cannabis. Title 16, Division 42 of the California Code of Regulations outlines procedures for handling cannabis waste (refer to Section 3.9.2.A); the transport, cultivation, production, and sale of cannabis products; security; licensing; and banking. The project Applicant will be required to obtain an Annual License pursuant to Section 5002 of Title 16, Division 42.

On November 8, 2017, the City Council of the City of El Monte adopted Ordinance No. 2924, which established a ban on medicinal and adult-use cannabis dispensaries, retailers, microbusinesses, and deliveries citywide and established regulations and a permitting process

for medicinal-only cultivation, manufacturing, distribution, and laboratory testing in designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial) and O-P (Professional Office) zones (Attachment 2 – Ordinance No. 2924).

The Applicant requests the approval of Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18 for medicinal cannabis cultivation; MCCUP No. 08-18 for medicinal cannabis manufacturing; and MCCUP No. 09-18 for medicinal cannabis distribution; in accordance with El Monte City Ordinance No. 2924.

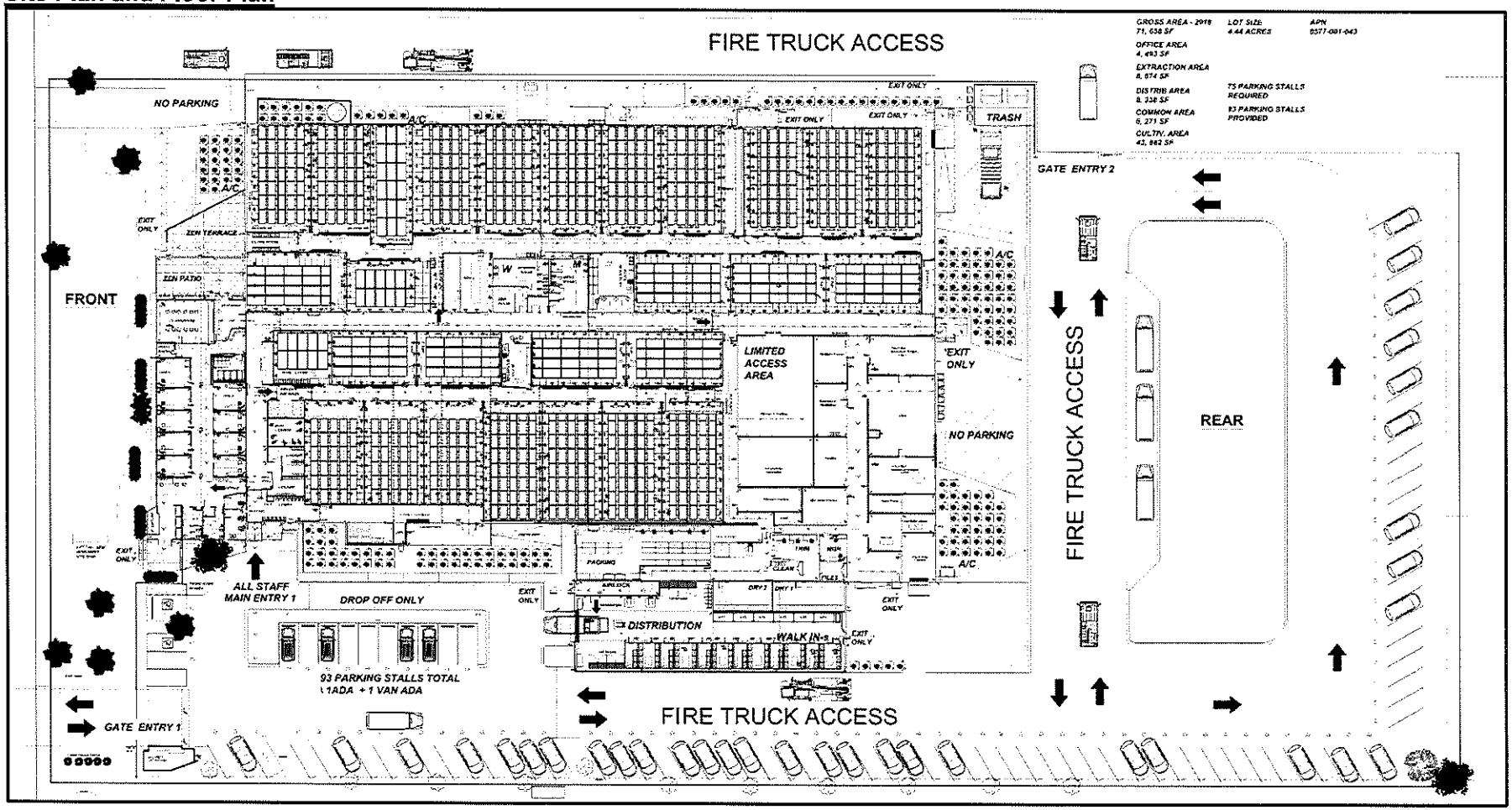
PROJECT DESCRIPTION:

The proposed project includes three (3) Medicinal Cannabis Conditional Use Permits, (one (1) for each use: cultivation, manufacturing, and distribution), and a Development Agreement (DA) for medicinal-only cannabis cultivation, manufacturing, and distribution activities within an existing, 71,658 square foot industrial building. The 4.44 acre project site is zoned M-2 General Manufacturing and is located within the Northwest Area for medicinal cannabis activities. The distribution license would allow the Applicant to distribute medicinal-only products to a state and locally-authorized licensee, including medicinal wholesaler or dispensaries. Retail deliveries for sales to end-users are prohibited. Medicinal and adult-use commercial cannabis *retail* activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed project.

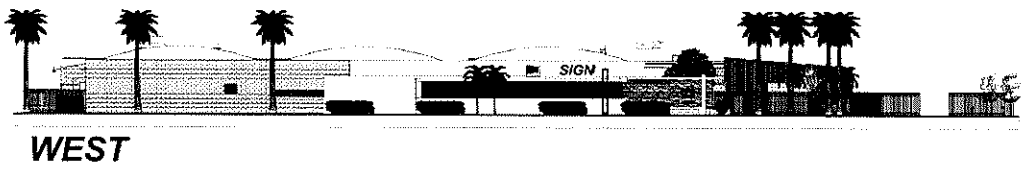
The proposed project will operate the manufacturing and cultivation facilities seven (7) days a week between the hours of 9:00 AM to 7:00 PM. The facility will be closed to the public 24 hours a day, seven (7) days a week. Non-employees will only be allowed to enter the facility with a permitted escort. Delivery hours will occur from 9:00 AM to 7:00 PM, Monday through Friday. All employees shall require employee background examinations and permits pursuant to El Monte Municipal Code Section 5.18.060 and must be at least twenty-one (21) years of age.

Project plans are provided below and attached (Attachment 3 – Project Plans)

Site Plan and Floor Plan



Elevation Plans

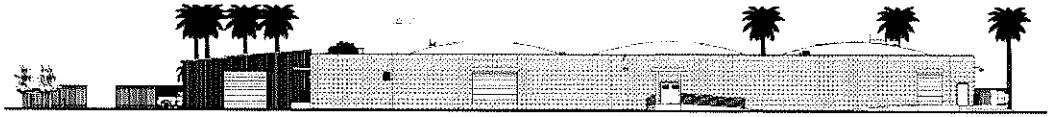


WEST

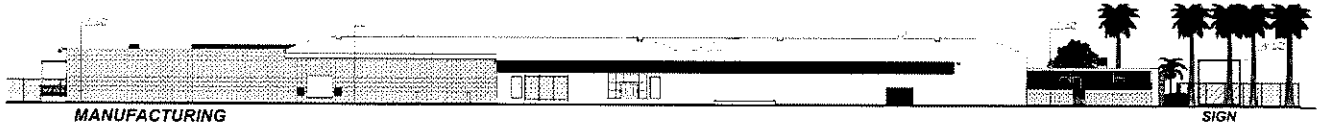




SOUTH

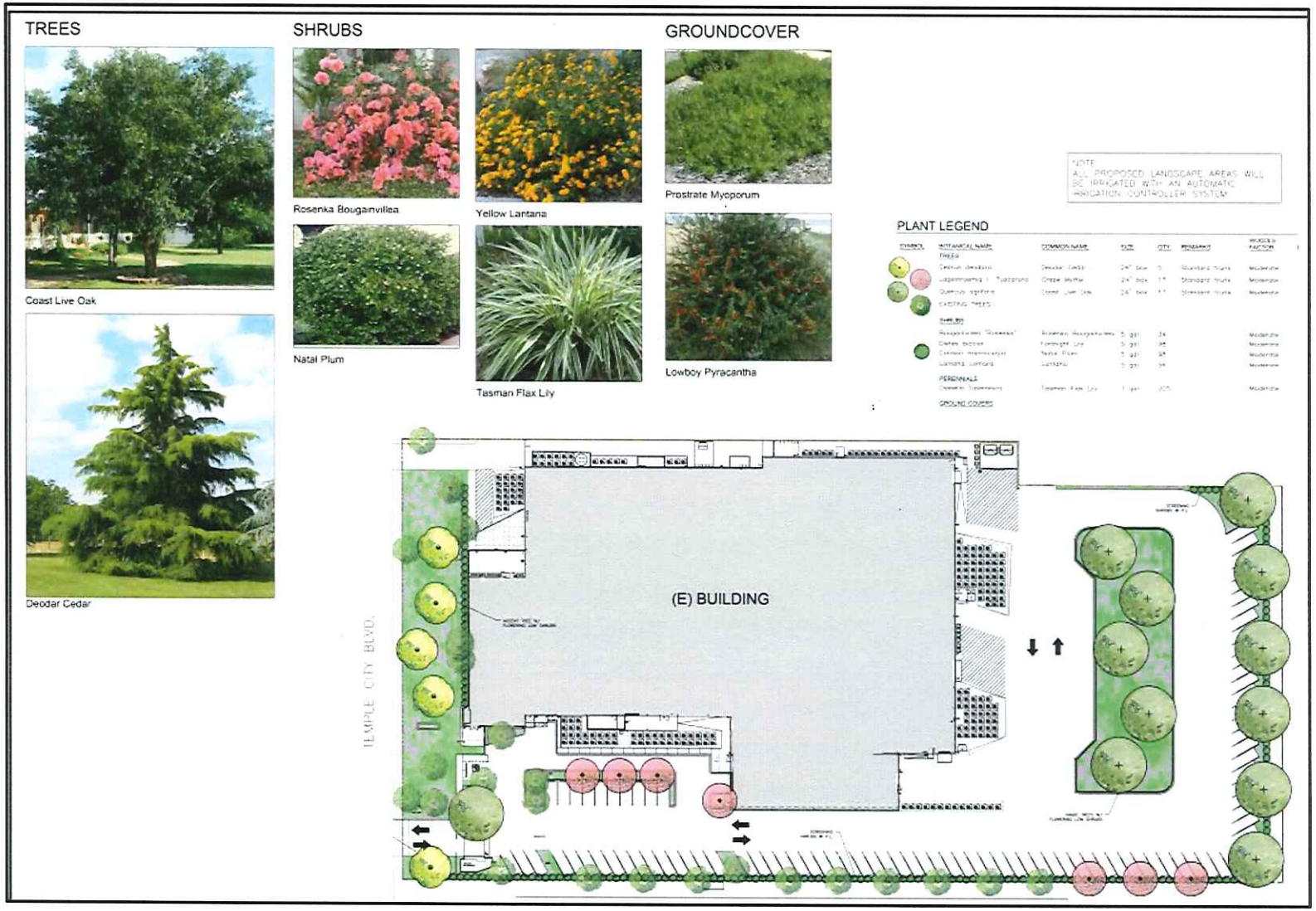


EAST



NORTH

Landscape Plan



Site Development
The existing 71,658 square foot industrial building is currently occupied by a furniture wholesale company that is on a month-to-month lease. The land uses surrounding the project site consist of industrial uses to the north, east and south, and residential uses to the west located within the City of Temple City. Access to the project site is provided via two (2) existing driveways located on the east side of Ellis Lane/Temple City Boulevard. The access driveway to the south will maintain the existing wrought-iron fencing and gate and will have a manned security station. The driveway to the north will be exit-only. Both gates will have a Knox-box for access by the Police and Fire Departments. The project requires a total of 75 parking stalls. The Applicant proposes to repave and stripe the parking lot to provide a total of 93 parking stalls.

Landscaping
The site will be improved with new landscaping along the project frontage to include drought tolerant ground cover, five (5) 24" box cedars, and one (1) 24" box coast live oak. Existing trees, including palm trees are proposed to remain. A condition of approval will require the removal of palm trees in conflict with new proposed trees.

The southern property line includes recently planted crape myrtles to remain. The property line to the rear will include six (6) 24' box coast live oaks and shrubs. There will be an approximate 11,400 square foot landscaped area for employees with five (5) 24" box coast live oaks for shade.

Building Layout and License Types
The 71,658 square foot building will have five (5) areas consisting of two (2) cultivation areas (north cultivation area and south cultivation area) totaling 43,882 square feet, office areas, a manufacturing/extraction area, a distribution area, and common areas. The square footage of each area is provided in Table 1 below:

Table 1
Building Areas

Project Element	Description
Total Site Area	191,644 sq. ft. (4.4 acres)
Total Floor Area	71,658 sq. ft.
Office Space	4,493 sq. ft.
Manufacturing/Extraction Area	8,674 sq. ft.
Distribution Area	8,338 sq. ft.
Common Area	6,271 sq. ft
Cultivation Area	43,882 sq. ft.
Cultivation Canopy Area	12,555 sq. ft.
Parking	93 parking spaces and two (2) loading doors

Source: Architect Rob Mothershed. *Site Plan Package*. Plans dated September 24, 2018

The office area will consist of eight (8) offices, a classroom, video back up room, restrooms, vault and security rooms. The common area will consist of an employee wifi lounge, locker rooms, and outdoor terrace and patio areas.

Cultivation

Cultivation Areas
The cultivation area will be 43,882 square feet and will be divided into two (2) sections: north cultivation area and south cultivation area with a total canopy of 12,555 square feet. The Applicant will be applying for a Type 3A Cultivation; Indoor; Medium License with the California Department of Food and Agriculture (CDFA) CalCannabis Cultivation Licensing Division. The Type 3A License will allow for a canopy area of up to 22,000 square feet. The CDFA and LA County Fire Department will inspect the facility as part of the licensing requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CDFA and Fire Department prior to issuance of certificate of occupancy.

The north cultivation area will consist of a clone room, a mother room, five (5) vegetation rooms; ten (10) flower/bloom rooms with a total canopy area of 7,450 square feet; an airlock/airwash room; two (2) dry rooms; a water reservoir room; an employee room; and restrooms.

The south cultivation area will consist of a mother/clone room four (4) vegetation rooms; seven (7) flower/bloom rooms with a total canopy of 5,105 square feet; a water reservoir room; and an airlock/airwash room.

Cultivation Process
The total canopy area of 12,555 square feet is estimated to produce approximately 8,850 plants. By using efficient and advanced hydroponic cultivation techniques, the Applicant anticipates being able to harvest five (5) times per year and produce approximately 207,680 ounces of medicinal cannabis per year.

The Applicant will use organic growing methods in compliance with the Organic Foods Production Act of 1990 and will not use any fertilizers containing synthetic ingredients or any commercially blended fertilizers containing materials prohibited under the Act's organic certification program.

The Applicant will be using hydroponic cultivation techniques that are not tainted by hazardous chemicals or poisons and that do not harm the ecosystems. Best practices for the organic cultivation will include the following:

- Avoiding chemical pesticides through the use of natural pest control measures;
- Moderation of nutrient application;
- Avoid chemical pesticides through a holistic approach to pest management that emphasizes preventative measures;
- Soil-less hydroponics and incinerate all unused plant material under a limited-waste policy; and
- Adhere to strict nutrient schedules and will utilize highly efficient nutrient dosing technologies to minimize, if not eliminate, nutrient waste.

Medicinal cannabis will be cut, hang dried, trimmed and stored outside of the cultivation room. The plants will be naturally dried in a temperature-controlled room with adequate air circulation. Trimming will be done in a sterile room full of ample lighting, tables and chairs. Trimming entails cutting off any remaining plant matter (leaves, stems, etc.) from the dried medicinal plant. After the final medicine is trimmed from the plant, it will be placed in bins to remove any remaining moisture before weighing, packaging and labeling. This room where medical marijuana is dried and stored will be highly secured. After the medical marijuana has finished curing it is brought into a temperature-controlled room with minimal humidity and adequate air circulation efficient for

the safekeeping and storage of our medical cannabis. The cannabis is then weighed, packaged, labeled, stored and then shipped.

Manufacturing
The proposed manufacturing/extraction area will measure 8,674 square feet. The Applicant proposes to manufacture and distribute cannabis concentrates in the form of vape pens and cartridges, etc. to licensed medicinal cannabis retail stores and product manufacturing facilities. Retail cannabis or cannabis product retail sales, or activities to an end-user is prohibited. The Applicant will be applying for a Type 7 Manufacturer License for extractions using volatile solvent with the California Department of Public Health (CDPH) Manufactured Cannabis Safety Branch. The CDPH and LA County Fire Department will inspect the facility and all equipment as part of the licensing requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CDPH and Fire Department prior to issuance of certificate of occupancy.

CO2 is used in the cannabis industry to increase plant growth and to produce concentrates. In addition to the liquid gas form, solid carbon dioxide or dry ice is also proposed for extraction processes. The manufacturing area will include a kitchen and product bottling area; a distillation room; a distillation freezer; a concentrate packaging room; a nitrogen packing room; a humidity closet; a live resin freezer; three (3) manufacturing rooms with equipment using carbon dioxide (CO2) gasses; a purging room; trim room; file room; cleaning room; janitor's closet; manager's office; and storage room.

Distribution
The proposed distribution area will measure 8,338 square feet and will consist of a packing room with scales and shelves; two (2) flower drying rooms; a trim room, an airlock/airwash room; and a distribution room. This area will also include one (1) truck loading door. The Applicant will be distributing to raw material suppliers (cultivators), other medicinal cannabis manufacturers, testing labs, other distributors, and licensed medicinal cannabis wholesalers and dispensaries. Retail cannabis or cannabis product retail sales, or activities are prohibited. Distribution and deliveries to end-users is prohibited. The Applicant will be applying for a Type 11 Distributor License with the California Bureau of Cannabis Control (CBCC). The CBCC and LA County Fire Department will inspect the facility as part of the licensing requirements. The CBCC will inspect the facility to ensure that the operations are in compliance with packaging and labeling requirements. The Applicant is required to obtain the State License and receive a final inspection from both the CBCC and Fire Department prior to issuance of certificate of occupancy.

The distribution service will transport samples to licensed testing laboratories to ensure products produced comply with all State Cannabis regulations. The distribution service will also collect and pay taxes to the State of California and City of El Monte. Labeling and packaging of products will also be done at the distribution facility to ensure all products comply with City and State regulations. The distribution center will conduct quality assurance review of cannabis goods from the cultivation and manufacturing operations to ensure they comply with all packaging and labeling requirements.

All vehicles (climate control sprinter vans) and trailers used to transport cannabis goods will be required to have a motor carrier permit pursuant to Chapter 2 of the Vehicle Code. All vehicles will be equipped with GPS tracking systems and alarms. Vehicles will be parked inside the gated secured facility overnight and shall not park on the public streets. Cannabis goods transported inside of a vehicle or trailer shall not be visible or identifiable from the outside of the vehicle or trailer. Cannabis goods will be locked in a box, container, or cage that is secured to the inside of the vehicle or trailer. The vehicle and trailer shall be locked and secured when left unattended.

Each of the vehicles shall have a valid registration and proof of insurance. Vehicles and trailers shall not contain any identifiable information on the exterior to advertise cannabis related businesses or activities.

Security Plan

The Applicant shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the commercial medicinal cannabis business. Access to the site will be controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors. Individuals will only be allowed to enter the facility with a permitted escort. Individual employees will also be equipped with panic software that could be uploaded onto their phones for use in case of an emergency. Other security features include 24-hour onsite uniformed and unarmed security personnel, interior and exterior security cameras with 24-hour live-feed remote access by the El Monte Police Department, motion sensor outdoor lighting, and blacked-out windows. City issued identification badges shall visibly worn by all staff and non-staff at all times within the facility. All staff will have keycards and electronic pass codes to access the facility and restricted areas within the facility.

Surveillance cameras, sufficient to allow facial identification of anyone in or nearing the facility is proposed. All cameras shall be equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. The Applicant's CCTV camera system with digital recorder include external video surveillance to cover all areas of possible ingress and egress; internal video surveillance to cover the common areas, reception office, the manufacturing rooms, cultivation rooms, and processing rooms. The cameras shall cover all areas where cannabis is present or handled, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7 and will have live-feed remote access by the El Monte Police Department. The El Monte Police Department has reviewed the project plans and security plan and provided conditions of approval. The Applicant shall obtain a final inspection by the Police Department prior to issuance of certificate of occupancy.

The Applicant is also proposing an Emergency Response Plan to include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

Diversion Prevention

To prevent diversion of cannabis the Applicant proposes to implement the following measures:

- Any personnel that is aware of any such theft or diversion will result in immediate termination for failure to report the incident to both the Department and the Police Department;
- All cannabis while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Cannabis that has been processed but not delivered to an authorized Manufacture will be in a compliant safe;
- Individuals who are not authorized to be on the cultivation facility and/or Manufacture premises will not be allowed access thereby reducing the threat of theft or diversion of cannabis;
- At the time of each purchase, the Applicant will verify the status of the registered Manufacture and/or delivery service in good standing with the Department;
- Implementing commercially available state-of-the-art supply chain tracking system that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility.

Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;
- Compare average yields of products, whereby if products in particular areas are yielding less end product we can alert Security to a possible concern; and
- Obtain delivery confirmations for each package delivered from authorized distribution personnel, and log that information into the record keeping system.

Cash Handling
Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the facility. The money will be removed from the safe and counted daily in a locked room as the facility will not store more than $200.00 in cash reserves overnight on the premises. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass code.

Disposal of Surplus Cannabis
Unused or surplus cannabis and its by-products shall be incinerated and mixed with soil for disposal. All trash enclosures shall be locked at all times. All unused or surplus cannabis and its by-products shall be weighed and documented and recorded on a form for tracking.

Track and Trace System
As required under State law and Ordinance No. 2924, the Applicant 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 track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

The Applicant shall employ an electronic point of sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of sales tracking from seed or inception to product distribution to other licensed medicinal cannabis facilities. Such approved system shall track all cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements. In addition, the Applicant shall comply with the California Department of Food and Agriculture Bureau of Cannabis Control Track and Trace (CCTT) System using the CCTT Metrc software which uses unique identifiers for reporting the movement of cannabis and cannabis products through the licensed cannabis distribution chain.

Labor and Employment Plan
The project is anticipated to employ up to 46 people. Of the total number of jobs that will be created, approximately six (6) employees per shift will be allocated to the manufacturing facility (with a tentative maximum of two (2) shifts depending on demand); approximately ten 10 employees will be allocated per shift for the cultivation facility (two (2) shifts needed); and approximately (5) five employees will be allocated per shift for the distribution facility (with a tentative maximum of two (2) shifts depending on demand). Office/administration employees will consist of approximately four (4) support personnel.

The Applicant anticipates that it will employ 30 people in the first year of operations. The Applicant's main source of applicants will be from the San Gabriel Valley with the majority of the management team from the City of El Monte and neighboring communities. Management team will consist of a CEO/Executive Director, a chief financial officer (CFO), a medical director, and a manager. Over 90% of the employees will be local hires with a minimum of ten percent (10%) from persons residing in the City of El Monte. The Applicant proposes to pay salaries of "Living

Wage" of 150% of the minimum wage mandated by California or Federal law, whichever is greater. All hires shall be provided with comprehensive job training to ensure their success in the organization. The Applicant will also provide medical insurance for all employees and paid holidays.

Additionally, per the Development Agreement, the Applicant shall enter into a Labor Peace Agreement with a bona fide labor organization and provide the City with evidence of such Labor Peace Agreement within ninety (90) days of the issuance of certificate of occupancy. Such agreement will protect employees from interference with labor organization and protect the Applicant from potential work stoppages.

Pursuant to City Ordinance No. 2924, all employees shall obtain a commercial medicinal employee work permit from the City prior to performing any work at any commercial medicinal cannabis business. Employees shall be at least 21 years of age, and shall undergo a LiveScan background check by the El Monte Police Department. The work permit shall be valid for a twelve (12) month period from issuance and shall be renewed with a background check on an annual basis. All employees shall wear a City issued identification badge with a photograph of the employee at all times. The identification badge shall be worn approximately chest-high on their outermost garment, in a prominent and visible location.

Air Quality Plan

The project shall demonstrate that the odors and air circulation will not impact the employees' health and welfare nor the surrounding uses. The Applicant proposes the use of negative ion generators that use a negative charge to attract positively charged particles in the air. Negative air pressure and seals will be used throughout the entire exhaust system along with carbon filters, to prevent odors from escaping the building.

As a condition of approval, the Applicant shall be required to equip the facility with ventilation and exhaust systems designed to prevent odors from escaping or being detectable outside of the premises, from any adjacent property or public right-of-way, or in any common areas shared by employees or customers of other businesses. Such system shall be designed and installed by a licensed mechanical engineer, HVAC engineer or environmental engineer. Air quality is also discussed in the Environmental Review section of the staff report.

Community Relations

The Applicant shall provide the name, telephone number, and e-mail address of a community relations contact to whom notice of problems associated with the commercial medicinal cannabis business can be provided. Each commercial medicinal cannabis business shall also provide the above information to all businesses and residences located within one hundred and fifty (150) feet of the commercial medicinal cannabis business.

During the first year of operation pursuant to EMMC Chapter 5.18, the owner, manager, and community relations representative from the business shall attend a quarterly meeting with the City Manager or designee(s) and other interested parties as deemed appropriate by the City Manager or designee(s), to discuss costs, benefits, and other community issues arising as a result of the project operations. After the first year of operation, the owner, manager, and community relations representative from each such commercial medicinal cannabis business shall meet with the City Manager or designee(s) when and as requested by the City Manager or designee(s).

The Applicant shall work with the City to develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

DEVELOPMENT AGREEMENT AND COMMUNITY BENEFITS:

Pursuant to Ordinance No. 2924, a development agreement shall be entered into between the City and the Applicant, in accordance with Chapter 17.84 and setting forth the terms and conditions under which the medicinal cannabis facility will operate, including, but not limited to, community benefits, public outreach and education, community service, payment of fees and other charges. The draft development agreement is provided in Attachment 4.

The following provides a summary of the terms and deal points of the development agreement:

- **Term:** Ten (10) years with a maximum of two (2) ten (10) years extensions in the sole and absolute discretion of the City.

- **Community Benefits Fees:** In addition to the Applicant's obligation to compensate the City through its Regulatory Fees, the Applicant shall be obligated to provide Community Benefits as follows:

    - "Quarterly Community Benefits Fees." Within 20 days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the project, Developer make payment to the City equivalent to its percentage of Gross Receipts, or other applicable fee metric, pursuant to the following fee schedule:

Cultivation	Six Dollars ($6) per square foot of Canopy Space
Manufacturing	One and a Half Percent (1.5%) of Gross Receipts
Distribution	One Percent (1%) of Gross Receipts

    - "Annual Community Benefits Fees." Within 90 days the City's issuance of a Certificate of Occupancy for the project, the Applicant shall make a payment to the City in the amount of $175,000. Each calendar year following the calendar year in which the initial payment is made to the City, the Applicant shall make a payment to the City in the amount of $175,000 no later than January 15 of each such calendar year. The City shall deposit such payments into a separate City fund (the "Community Benefits Fund") exclusively dedicated to investment in Community Benefits related to the project.

- **Additional Community Benefits:**

    - Annual Thanksgiving Food Drive
    - Pictures with Santa Annual Toy Drive
    - Sponsorship and Collaboration with Local Charities and Organizations

- Green El Monte - donate funds to beautify and increase the green spaces in the City.
- Donations to Social Programs such as addiction treatment, family counseling, drug education, after school programs, tutoring programs, and local law enforcement programs.
- Honoring Veterans – support the City of El Monte's commitment to Veterans Day by contribution funds for the special day and provide volunteers as needed by the City.

- **Labor and Employment:**
  - The Applicant shall provide a Living Wage to its employees.
  - The Applicant shall enter into a Labor Peace Agreement, and provide the City with evidence of such Labor Peace Agreement within 90 days of the City's issuance of a certificate of occupancy.
  - The Applicant shall utilize its reasonable best efforts to ensure that at least fifteen percent (15%) of its employees residing in the City, but the Applicant warrants that at least ten percent (10%) of its employees shall be persons residing in the City.

- **Quarterly Reports:** In addition to the recordkeeping requirements set forth in El Monte Municipal Code Section 5.18.180, within 20 days following the conclusion of each fiscal year quarter following the City's issuance of a Commercial Medicinal Cannabis Business Permit for the project, Applicant shall submit a so-called "Quarterly Report" to the City showing:
  - Gross Receipts for the immediate prior fiscal quarter received by the Applicant; and
  - A calculation of Quarterly Community Benefits Fees due to the City from Applicant for the immediate prior fiscal quarter.

- **Annual Review:** Pursuant to the Development Agreement Statute, the City shall conduct an annual review of the Applicant's good faith compliance with the development agreement. The City shall make reasonable efforts to conduct such review in conjunction with any applicable renewal application for a Commercial Medicinal Cannabis Business Permit, as required under El Monte Municipal Code Sections 5.18.090 and 5.18.110.

GENERAL PLAN CONSISTENCY:

The subject property is located in Northwest Industrial District Area of the Industrial Business Park land use designation. The General Plan states that the Northwest Industrial District's strategic location near population centers, and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The district's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The proposed use of commercial medicinal only cannabis cultivation, manufacturing and distribution will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City.

Specifically, the project is consistent with the following General Plan goals and policies:

Land Use Element:

- Goal LU-7. Establish a diversified district of sustainable manufacturing, distribution, and technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.
- Policy LU-7.2 Adaptive Reuse. Work proactively with property owners of older, deteriorating industrial sites to facilitate necessary upgrades and creative adaptive reuse opportunities that meet the physical needs of modern industrial, manufacturing, and business uses.

Community Design Element:

- CD-7.12 Landscaping. Require landscaping on industrial sites to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:
    - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.
    - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the property from adjacent properties, neighborhoods, or thoroughfares.
    - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.
- CD-7.13 Loading. Require site loading and service areas to be as far as possible from the street front and ensure that such uses are adequately screened with high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.
- CD-7.14 Parking. Parking and paved areas should not be the dominant view of the industrial site; encourage employee and truck parking be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.
- CD-7.15 Operational Impacts. Promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:
    - Screen parking, storage, and service areas from public view with landscaped walls, berms, and appropriate landscaping.
    - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.
    - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas far from adjacent uses and public streets.
    - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

Zoning Code

The site is located within the M-2 General Manufacturing Zone. Section 17.24.040 of the EMMC requires the review and approval of a conditional use permit by the Planning Commission and the City Council for medicinal commercial cannabis activities (cultivation, distribution, manufacturing, and laboratory testing), in portions of the M-1 (Light manufacturing), M-2 (General Manufacturing), C-3 (General Commercial), and O-P (Professional Office) zones.

No such activity shall occur on a premises located within an eight hundred 800 foot radius of a public or private school (kindergarten through grade 12), day care center, or youth center, that is in existence at the time the permit is issued. The closest schools are Gidley Elementary School, 0.53 miles to the northeast and Shirpser Elementary School, located one-half mile to the southeast of the site.

No conditional use permit for such activity shall be valid without an accompanying and complementary development agreement entered into between the City and applicant, or designee, adopted in accordance with Chapter 17.84 and setting forth the terms and conditions under which the medicinal cannabis facility will operate, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

The scope of the required public noticing area for this public hearing, as required under EMMC Section 17.24.020.D.2, was expanded beyond the legal requirement of 300 feet by 200 hundred additional feet to 500 feet and included property owners and occupants. Public Notices were mailed out to property owners and occupants within 500 feet of the project boundary on November 8, 2018 (Attachment 5). The mailing list included property owners and residents within the City of Temple City. Additionally, the Public Notice was published in the newspaper and two (2) notices were posted at the project site on November 8, 2018. As of the writing of this report, there were no public comments received.

CITY REVIEW PROCESS:

Planning Staff and other City Departments and Divisions have reviewed the proposed project through the City's internal application review process. This review process enables the various City Departments and Divisions (i.e., Planning, Building, Public Works/ Engineering, Police and County Fire Department) to thoroughly evaluate land use and development proposals for conformity with the provisions established in the City's Municipal and Zoning Code. Additionally, the review process ensures that each proposal is designed to be compatible with any existing land uses and structures on-site and on neighboring properties. In this way, the quality and economic health of local residential, commercial and industrial districts are appropriately maintained. Based upon the review of the project, staff believes that the proposed project conforms to the requirements of the City's General Plan and Zoning Code, and is compatible with the surrounding area. Conditions of approval are applied to the project to address potential compatibility issues and enhance the project to achieve greater consistency with the intent of the General Plan and Zoning Code.

Third-Party Review

Additionally, as part of the review process for commercial medicinal cannabis businesses, the Applicant's proposal was reviewed by the City's third-party consultant, HdL Companies whom reviewed the proposed project and rated the proposed based on a merit-based point system as required by Resolution No. 9821. HdL Companies is the only consulting firm with professionals who have direct experience regulating cannabis operations at the local and state level. The areas of review included the following: location; neighborhood compatibility; business plan; qualification of owners; community benefits; safety and security plan; air quality plan; enhanced product safety; labor and employment; local enterprise; and conservation and sustainability. Applicant team was also interviewed by HdL Companies and a representative from the City's Finance Department, the Planning Division, the Police Department, and the LA County Fire

Department. The Applicant team also underwent a thorough background investigation by HdL Companies and LiveScan through the El Monte Police Department.

State and City Permits Required
Should the Planning Commission and City Council approve the entitlements and prior to obtaining the Medicinal Commercial Cannabis Business Permit, the applicant shall apply for and receive permits for all construction related permits. Permits would include, but not be limited to electrical, plumbing, Fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits (i.e. El Monte Building Division, El Monte Police Department, Los Angeles County Fire Department, Los Angeles County Public Health Department, utilities, El Monte Business License etc.). The following state licenses are required: Type 3A license from the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, Type 7 license from the California Department of Public Health Manufactured Cannabis Safety Branch, and Type 11 license from the California Bureau of Cannabis Control.

Once all agencies have signed off on the permits and state licenses have been obtained, the City Manager will issue the Medicinal Commercial Cannabis Business Permit ("Permit"). The Permit is valid for twelve (12) months and shall be renewed annually.

ENVIRONMENTAL REVIEW:

An Initial Study (IS) and Mitigated Negative Declaration (MND) in compliance with the requirements of the California Environmental Quality Act (CEQA) were prepared by Blodgett Baylosis Environmental Planning, a professional environmental consulting firm specializing in CEQA documentation and compliance. The IS/MND is included as Attachment 6. The IS/MND assessed the short-term, long-term and cumulative environmental impacts that could result from the proposed project. The IS/MND analyzed the effects of the project on the following environmental factors, as required by CEQA:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire
- Mandatory Findings of Significance

Main Factors with Mitigation
Based on the evaluation of environmental impacts, mitigation measures were provided to reduce potential impacts related to Air Quality, Energy, Hazards & Hazardous Materials, to a less than significant level. All other issue areas were found to be less than significant or resulted in no impact. The following sections are descriptions of the main topic areas that required mitigation and special study.

Analysis of Environmental Impacts
The commercial medicinal cannabis use will involve cultivation, manufacturing, and distribution operations. The project will utilize an existing 71,658 square foot industrial building. This existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use. The project's implementation will not result in a loss of scenic views. No retail cannabis or cannabis product retail sales or activities will be permitted. No adult-use commercial cannabis activities will be authorized. The entire operational structure will be conducted completely within the existing 71,658 square foot industrial building. No cultivation, manufacturing or distribution will take place outside of the building.

Air Quality
A project may be deemed to have a significant adverse environmental impact on air quality, if it results in any of the following: 1) Conflict with the obstruction of the implementation of the applicable air quality plan; 2) A violation of an air quality standard or contribute substantially to result in a cumulatively considerable net increase in an existing or projected air quality violation; 3) The exposure of sensitive receptors to substantial pollutant concentrations; or 4) the result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people.

The South Coast Air Quality Management District (SCAQMD) has established quantitative thresholds for short-term (construction) emissions and long-term (operational) emissions for the following criteria pollutants:

- *Ozone (O_3)* is a nearly colorless gas that irritates the lungs, damages materials, and vegetation.
- *Carbon monoxide (CO)* is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain and is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust.
- *Nitrogen dioxide (NO_2)* is a yellowish-brown gas, which at high levels can cause breathing difficulties.
- *Sulfur dioxide* (SO_2) is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels.
- *PM_{10} and $PM_{2.5}$* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively.

The project would result in substantial emissions, such as odors or dust, adversely affecting a substantial number of people. Cannabis cultivation directly impacts air quality in two (2) predominant operations; plant growth and extraction processes. Cannabis cultivation and, to a lesser degree, the manufacturing process, are often accompanied by the generation of strong odors. The majority of the odors of cannabis come from a class of chemicals called terpenes. Terpenes are among the most common compounds produced by flowering plants and vary widely between plants. Cannabis produces over 140 different terpenes and these chemicals are found in varying concentrations in different cannabis varieties. Tetrahydrocannabinol (THC), the cannabinoid primarily responsible for cannabis' psychoactivity, has no odor whatsoever. The type and potency of cannabis odors range widely from variety to variety, as do receptors' opinions regarding whether the odor is pleasant or objectionable.

The natural growth of the cannabis plants, and other processes at cultivation facilities, emit terpenes. Terpenes, known for their strong odor, are volatile organic compounds (VOCs). The

project Applicant will employ new technologies that will be beneficial to the odor control plan as time progresses including the following:

- *Carbon Filters.* Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter uses charcoal pellets to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.
- *Air Filters.* Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.
- *Negative Ion Generators.* The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.
- *Air-tight Seals.* The proposed facility will utilize air-tight seals throughout the facility. Predominately used in the exhaust system, these air tight seals will be used in order to keep the exhaust system efficient and effective.
- *Negative Air Pressure.* The Applicant will make use of negative air pressure in order to retain odor for treatment. This will help to serve as a safeguard of odor escaping into the ambient air until it can be treated using the techniques above. The Applicant will seal the facility, except for the intake and exhaust, which creates suction when exhaust fans are turned off. The proper use of both negative air and negative ion generators will efficiently expunge odor before leaving the facilities.
- *Staff Training.* The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The project Applicant will be required to prepare an Odor Management Plan pursuant to Los Angeles County Department of Public Health construction guidelines. In addition, the entire cultivation process will occur in separate rooms. Airlock rooms are provided throughout the facility. These rooms provide additional odor suppression. The following mitigation measures will be required to control odors and to ensure that the indoor air is safe for the workers:

Mitigation Measure No. 1 (Air Quality Impacts). The Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.

Mitigation Measure No. 2 (Air Quality Impacts). Indoor air must be filtered so as to remove VOCs from the indoor air envelope. The filtration equipment must be installed prior to the issuance of an Occupancy Permit.

The above mitigation measures will reduce the potential impacts to levels that are less than significant.

Energy

A project may be deemed to have a significant adverse impact on the environment if it results in the following: A potentially significant environmental impact due to wasteful, inefficient, or

unnecessary consumption of energy, or wasteful use of energy resources, during project construction or operation; and; A conflict with or obstruction of a State or local plan for renewable energy or energy efficiency.

As indicated in the project description, a total of 1,900 grow lights will be installed. Each light will be 1,000 watts and the continuous load for the cultivation will be 1.68 million watts, with approximately 60% of the lights operating at one time. This translates into 1,680 kilowatts per day, which further translates into an estimated annual consumption of 613,200 kilowatts.

Because plants release water vapor through transpiration, indoor grow facilities also require substantial dehumidification to maintain approximately 50% to 60% relative humidity. If excess humidity is left unregulated, it can cause mold or mildew, potentially ruining a crop. Dehumidification is generally achieved mechanically by sub-cooling the air to remove water and then reheating the air to the desired supply air temperature through traditional dehumidification units or by absorbing moisture in the air through a desiccant dehumidifier. The indoor air conditioning will also require electrical consumption. The California Green Building Standards Code does not prevent a local jurisdiction from adopting a more stringent code as State law provides methods for local enhancements. The project Applicant will be required to closely work with the Southern California Edison Company to identify existing and future strategies that will be effective in reducing energy consumption. The following mitigations will also be required:

Mitigation Measure No. 3 (Energy Impacts). The facility must use of lighting equipment that will be energy efficient such as LED light fixtures.

Mitigation Measure No. 4 (Energy Impacts). The installation of solar panels will be required as a means to reduce energy consumption.

Mitigation Measure No. 5 (Energy Impacts). All appliances and indoor climate control equipment must be required to meet "Energy Star" ratings.

The aforementioned mitigations will be effective in reducing energy consumption and the environmental impacts to levels that are less than significant.

Hazards and Hazardous Materials

A project may be deemed to have a significant adverse impact regarding hazards or hazardous materials if it results in any of the following: The creation of a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; The creation of 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; The generation of hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; Locating the project on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 resulting in a significant hazard to the public or the environment; Locating the project within an area governed by an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport that would result in a safety hazard or excessive noise for people residing or working in the project area; The impairment of the implementation of, or physical interference with, an adopted emergency response plan or emergency evacuation plan; or the exposure of people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wild land fire.

The project site is currently occupied by an existing industrial building that will be "repurposed" to accommodate the proposed use. Due to the age of the on-site improvements, construction related activities related to the requisite tenant improvements could reveal lead and/or asbestos-containing materials. Additionally, the routine transport, use or disposal of hazardous materials may create a significant hazard. As a result, the following mitigation measures are required:

Mitigation Measure No. 6 (Hazardous Materials Impacts). The Applicant and the contractors must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials that may be encountered during tenant improvement activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permit for the interior improvements. Any contamination encountered must be removed and disposed of in accordance with applicable laws prior to the issuance of the Building Permit.

Mitigation Measure No. 7 (Hazardous Materials Impacts). The Applicant will provide a comprehensive listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes. The manner in which these materials are to be stored, handled, or disposed of must also be described. The Applicant will also be required to prepare a plan that indicates those protocols that must be adhered to in the event of an accident. This plan must be reviewed and approved by the County of Los Angeles Fire Department prior to the issuance of the Occupancy Permit.

The above referenced mitigations will ensure that the operators of the facility will comply with all pertinent requirements concerning worker safety and the storage, use, and handling of hazardous chemicals.

Traffic

The project site is presently occupied by a furniture wholesale use. The project as proposed will utilize the existing 71,658 square foot facility. No additional floor area will be added or removed. Even though the project will not increase the size of the building's footprint, the project's operational characteristics will result in different trip generation and distribution. As shown in Table 3, the existing land use currently generates 274 trips per day (refer to Table 3). Multiple service vehicles were noted during the field survey that was conducted for the project site.

Table 3
Trip Generation for the Former Use

ITE Land Use/Project Scenario	ITE Code	Unit	Daily	AM Peak Hour	PM Peak Hour
				Total	Total
Trip Rates					
Manufacturing	140	KSF	3.82	0.73	0.73
Trip Generation					
Manufacturing	71,658	KSF	274	52	52
Source: ITE 9th Edition Trip Generation Rates					

The proposed project will operate the manufacturing and cultivation facilities seven days a week between the hours of 9:00 AM to 7:00 PM. Delivery hours will occur from 9:00 AM to 7:00 PM,

Monday through Friday. The delivery vehicles will consist of commercial vans with tinted windows. The project is anticipated to employ up to 46 people. Assuming an estimated two (2) trips per employee, the project will result in a minimum of 92 daily trips. It is important to note that the project does not include retail sales or retail cannabis or cannabis product deliveries, which typically generate 402 trips per 1,000 square feet. As a result, traffic impacts will be less than significant.

QECA Document Public Review/Comment Period
A Notice of Availability and Intent to Adopt a Mitigated Negative Declaration was circulated on November 8, 2018. The public review period to provide comments on the environmental document was from November 8, 2018 to November 27, 2018. As of the date of this report, no comments have been received.

FISCAL IMPACT:
Based on the community benefits fees and contributions of the development agreement, the estimated revenue to the City is shown below:

City of El Monte Revenue	Year 1	Year 2	Year 3+	Rates
Cultivation	$19,200.00	$39,570.00	$75,330.00	$6/ SF canopy – 12,555 SF canopy
Manufacturing	$351,000.00	$386,100.00	$421,200.00	1.5% Manufacturing Gross Receipts
Distribution	$283,500.00	$354,750.00	$475,500.00	1.0% Distribution Gross Receipts
Community Benefits Contribution	$175,000.00	$175,000.00	$175,000.00	$175,000 annual contribution
Total City of El Monte Revenue	**$828,700.00**	**$955,420.00**	**$1,147,030.00**	

City monitoring and enforcement costs for permitted medicinal commercial cannabis businesses will be recovered through a separate annual medicinal commercial cannabis business permit on a cost-recovery basis. Such additional annual medicinal commercial cannabis business permit fee will be set by the City Council at a future date to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer, monitor, and enforce the medicinal commercial cannabis activities under EMMC Chapter 5.18.

RECOMMENDATION:

Staff recommends that the Planning Commission evaluate the proposal, conduct a public hearing, and consider adopting a motion approving Planning Commission Resolution No. 3527 to:

1. Recommend the City Council Approve Development Agreement No. 02-18;
2. Recommend the City Council Approve Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, And 09-18 subject to conditions; and
3. Recommend the City Council adopt an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring And Reporting Program

ATTACHMENTS:

1. Resolution No. 3527
2. City of El Monte Ordinance No. 2924
3. Development Plans
4. Draft Development Agreement
5. Public Hearing Notice, Radius Map and Site Posting
6. Initial Study/Mitigated Negative Declaration

RESOLUTION NO. 3527

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT NO. 02-18, MEDICINAL CANNABIS CONDITIONAL USE PERMIT NOS. 07-18, 08-18, AND 09-18. 10-17, AND RECOMMENDING THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AUTHORIZING THE MEDICINAL-ONLY CULTIVATION, MANUFACTURING, AND DISTRIBUTION OF CANNABIS ON PROPERTY LOCATED AT 4400 TEMPLE CITY BOULEVARD, EL MONTE, CALIFORNIA.

WHEREAS, on November 8, 2017, the City Council of the City of El Monte (the "City Council" of the "City") adopted Ordinance No. 2924, which established a ban on medicinal and adult-use cannabis dispensaries, retailers, microbusinesses, and deliveries citywide and established regulations and a permitting process for medicinal-only cultivation, manufacturing, distribution, and laboratory testing in designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial) and O-P (Professional Office) zones (Attachment 1 – Ordinance No. 2924);

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1. On September 25, 20108, GSC Holding Group, LLC, 19007 Garnet Way, Walnut, CA 91789 (Applicant) filed an application for Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, consisting of: 1) A Conditional Use Permit to allow medicinal cannabis cultivation; 2) A Conditional Use permit for medicinal cannabis manufacturing;

3) A Conditional Use Permit for medicinal cannabis distribution, and 4) Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) to conduct commercial medicinal cannabis activities (the "Project") on a 4.44 acre site located at 4400 Temple City Boulevard, El Monte, California (the "Property"). Development Agreement No. 02-18, Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19 requires review and public hearings by both the City of El Monte Planning Commission (the "Planning Commission") and the City Council.

SECTION 2. This request is made pursuant to the requirements of City of El Monte Ordinance No. 2924 and El Monte Municipal Code Chapters 5.18, 17.24, and 17.84 which established regulations and a permitting process for medicinal-only cultivation, manufacturing, distribution, and laboratory testing is designated areas of the M-1 (Light Manufacturing), M-2 (General Manufacturing), C-3 (General Commercial, and O-P (Professional Office) zones . The property is located at 4400 Temple City Boulevard, El Monte, California, and described as follows, to-wit:

APN: 8577-001-043

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, 09-18, Development Agreement No. 02-18, and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program before this Planning Commission on November 27, 2018, at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 - ZONING. That the property is located at the east side of Temple City Boulevard, within the M-2 (General Manufacturing) zone. The property is

currently improved with a 71,658 square foot industrial building. The surrounding zoning and land use of the adjacent properties are as follows:

North:	C-3:	Regional Commercial
South:	M-2:	Industrial/Business Park
East:	M-2:	Industrial/Business Park
West:	Temple City:	Residential (Temple City)

SECTION 4 - ENVIRONMENTAL. That in accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, an Initial Study (IS) and Mitigated Negative Declaration (MND) was prepared to assess the short-term, long-term and cumulative environmental impacts that could result from the proposed hotel project and identify any required mitigation measures to reduce environmental impacts to less than significant. Possible impacts identified in the IS/MND include Air Quality, Energy, Hazards & Hazardous Materials. Mitigation measures incorporated into the project, and agreed to by the Applicant, will reduce the impacts to less than significant.

SECTION 5 – GENERAL PLAN. That the 2011 El Monte General Plan land use designation for the property is Industrial/Business Park. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use, and will require the approval of a Development Agreement, Medicinal Cannabis Conditional Use Permit for cultivation, Medicinal Cannabis Conditional Use Permit for manufacturing, Medicinal Cannabis Conditional Use Permit for distribution, and adoption of a Mitigated Negative Declaration and Mitigation Monitoring Reporting Program, and such a development is consistent with the goals of the EMMC and the 2011 El Monte General Plan.

SECTION 6 – CONDITIONAL USE PERMIT FINDINGS. That all necessary findings for the granting of Conditional Use Permit Nos. 07-18, 08-18, and 09-18, pursuant to Section 17.24.050 of the El Monte Municipal Code can be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:
The proposed project is consistent with the M-2 General Manufacturing zone of the surrounding area. The M-2 General Manufacturing zone allows the proposed project to operate with the approval of the Planning Commission. The proposed project also provides adequate buffering from the adjacent residential uses through large setbacks, and landscaping. The proposed project will be required to comply with all Conditions of Approval including addressing the various operational activities on the property and reducing potential nuisance impacts between commercial uses and neighboring properties, and all Building & Safety, LA County Fire Department, Police Department, the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, the California Department of Public Health Manufactured Cannabis Safety Branch, and the California Bureau of Cannabis Control requirements. The permit and inspection process will ensure that the proposed project complies with local and state regulations and development codes. Mitigation measures for air quality, energy, hazards and hazardous materials have will be implemented to ensure that environmental impacts are reduced to a less than significant level. The property is located in a General Manufacturing zone surrounded by industrial uses to the north, east, and south and residential to the west. Conditions of approval will ensure that the granting of the conditional use permits will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

B. The use applied for at the location is properly one for which a Conditional Use Permit is authorized.

Finding of Fact:
Pursuant to Section 17.24.040(37) of the El Monte Municipal Code, the proposed commercial medicinal cannabis use is permitted with the approval of a Conditional Use Permit by the City's Planning Commission and City Council and with the conditions of approval as proposed by staff. The use applied for at the location is properly one for which a Conditional Use Permit is authorized.

C. The site for the proposed use is adequate in size and shape to accommodate said uses; and that all yards, spaces, walls, fences, parking, loading, landscaping and other features required to adjust said use with the land and surrounding uses are provided.

Finding of Fact:
The proposed use will occupy an existing 71,658 square foot industrial building located on a 4.44 acre project site in the M-2 General Manufacturing zone. There is no building expansion proposed. All operations will occur within the building. The site for the proposed use is adequate in size and shape to accommodate the proposed use. The project will exceed the parking requirements of the Zoning Code, and the landscaping will be improved to comply with EMMC Chapters 17.10 Landscaping and 17.11 Water Efficiency. The project has demonstrated that it can meet the Zoning Code design intent and/or requirements. All yards, fences, parking, loading, and landscaping features proposed meet or exceed the Zoning Code requirements.

D. The site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

Finding of Fact:
Access to the site is provided by Ellis Lane/Temple City Boulevard. Currently, streets and intersections in the project area operate at acceptable Levels of Service (LOS) and are projected to operate within acceptable LOS during the peak hours with development of the proposed project and with other development and area wide growth. The streets comply with the standard design requirements set forth by the EMMC and are able to accommodate the amount of traffic that the proposed land use will generate.

E. The granting of such Conditional Use Permit will not adversely affect the purpose, goals, and policies of the El Monte General Plan of 2011.

Finding of Fact:
The subject property is located in Northwest Industrial District Area of the Industrial Business Park land use designation. The General Plan states that the Northwest Industrial District's strategic location near population centers, and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The district's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The proposed use of commercial medicinal only cannabis cultivation, manufacturing and distribution will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City.

Specifically, the project is consistent with the following General Plan goals and policies:

Land Use Element:

- Goal LU-7. Establish a diversified district of sustainable manufacturing, distribution, and
  technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.
- Policy LU-7.2 Adaptive Reuse. Work proactively with property owners of older, deteriorating industrial sites to facilitate necessary upgrades and creative

adaptive reuse opportunities that meet the physical needs of modern industrial, manufacturing, and business uses.

Community Design Element:

- CD-7.12 Landscaping. Require landscaping on industrial sites to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:
    - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.
    - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the property from adjacent properties, neighborhoods, or thoroughfares.
    - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.
- CD-7.13 Loading. Require site loading and service areas to be as far as possible from the street front and ensure that such uses are adequately screened with high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.
- CD-7.14 Parking. Parking and paved areas should not be the dominant view of the industrial site; encourage employee and truck parking be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.
- CD-7.15 Operational Impacts. Promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:
    - Screen parking, storage, and service areas from public view with landscaped walls, berms, and appropriate landscaping.
    - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.
    - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas far from adjacent uses and public streets.
    - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

Therefore, the proposed project meets the intent of the General Plan and the granting of such Conditional Use Permits will not adversely affect the purpose, goals, and policies of the El Monte General Plan.

SECTION 7 – DEVELOPMENT AGREEMENT. Pursuant to EMMC Section 17.84.140, the Planning Commission hereby recommends City Council approval of Development Agreement No. 02-18, subject to appropriate and reasonable

City Council modifications to the text of such agreement, based upon the following findings:

A. Development Agreement No. 02-18 is consistent with the General Plan as the Property is consistent with its land use designation of Industrial/Business Park, which is intended to allow for industrial uses as established under the General Plan. The subject property is located in Northwest Industrial District Area of the Industrial Business Park land use designation. The General Plan states that the Northwest Industrial District's strategic location near population centers, and access to railroads and I-10 offer strategic cost advantages to businesses. Surrounding residential neighborhoods can provide a labor force for employers in the area. The district's vision is to serve as the employment engine for the City, but transition to an area that attracts a balance of sustainable light manufacturing, distribution, and technology-oriented business. The proposed use of commercial medicinal only cannabis cultivation, manufacturing and distribution will further the vision of the vision of the General Plan by providing living wage jobs and community benefits to the City.

Specifically, the project is consistent with the following General Plan goals and policies:

Land Use Element:

- Goal LU-7. Establish a diversified district of sustainable manufacturing, distribution, and technology-oriented business that provides opportunity for investment, entrepreneurship, and significant creation of well-paid jobs in a sustainable environment that minimizes traffic impacts, promotes a clean environment, ensures long-term vitality, and strengthens neighborhoods.
- Policy LU-7.2 Adaptive Reuse. Work proactively with property owners of older, deteriorating industrial sites to facilitate necessary upgrades and creative adaptive reuse opportunities that meet the physical needs of modern industrial, manufacturing, and business uses.

Community Design Element:

- CD-7.12 Landscaping. Require landscaping on industrial sites to present a refined image of a modern industrial park, reduce the perceived mass of structures, and provide buffers in consideration of:
    - Landscaping of open spaces and frontage-facing streetscapes with greenery, trees, and flowers to create an inviting image for principal buildings.
    - Landscaping to define entrances to buildings, parking lots, and the edges of various land uses, and to buffer the property from adjacent properties, neighborhoods, or thoroughfares.
    - Landscaping of setbacks, berms, and other similar natural features to reduce the mass and scale of the industrial development and present a pedestrian-friendly image.
- CD-7.13 Loading. Require site loading and service areas to be as far as possible from the street front and ensure that such uses are adequately screened with

high-quality articulated walls, trees, and other landscaping to present a clean finish to passersby.

- CD-7.14 Parking. Parking and paved areas should not be the dominant view of the industrial site; encourage employee and truck parking be placed to the side or behind the facility so that the dominant feature is the building architecture and landscaping frontage.
- CD-7.15 Operational Impacts. Promote a clean industrial park image and reduce the impact of uses on neighboring properties or residences by adhering to the following considerations:
    - Screen parking, storage, and service areas from public view with landscaped walls, berms, and appropriate landscaping.
    - Underground or screen utilities and utility equipment or locate and size them to be as inconspicuous as possible.
    - Reduce the impact of industrial uses on adjacent properties with walls and landscaping, locating service, delivery, and loading areas far from adjacent uses and public streets.
    - Require mitigation of noise, odor, lighting, and other impacts from affecting adjacent residential neighborhoods.

The terms of the Development Agreement for the commercial medicinal cannabis operations will be consistent with the General Plan Land Use designation of Industrial/Business Park and the implementing M-2 (General Manufacturing) Zone.

B. Development Agreement No. 01-18 is consistent with the State Development Agreement Law and EMMC Chapter 17.84 because:

1. Development Agreement No. 02-18 contains all requisite provisions set forth therein;

2. The Project will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of conditions of approval and mitigation measures. The proposed project is consistent with the M-2 General Manufacturing zone of the surrounding area. The M-2 General Manufacturing zone allows the proposed project to operate with the approval of the Planning Commission. The proposed project also provides adequate buffering from the adjacent residential uses through large setbacks, and landscaping. The proposed project will be required to comply with all Conditions of Approval including addressing the various operational activities on the property and reducing potential nuisance impacts between commercial uses and neighboring properties, and all Building & Safety, LA County Fire Department, Police Department, the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, the California Department of Public Health Manufactured Cannabis Safety Branch, and the California Bureau of Cannabis Control requirements. The permit and inspection process will ensure that the proposed project complies with local and state regulations and development codes. Mitigation measures for air quality, energy, hazards and

hazardous materials have will be implemented to ensure that environmental impacts are reduced to a less than significant level. The property is located in a General Manufacturing zone surrounded by industrial uses to the north, east, and south and residential to the west. Conditions of approval will ensure that the granting of the conditional use permits will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

SECTION 8 – APPROVALS AND CONDITIONS. The Planning Commission does hereby recommend City Council approval of Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, and the adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, subject to the following conditions:

General

1. The Project shall substantially conform to Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18, 08-18, and 09-19, (collectively the "Project Approvals") and the associated plans presented to the Planning Commission on November 27, 2018.

2. The Project Approvals shall not become valid or effective until the City Council approves the Mitigated Negative Declaration and Development Agreement No. 02-18.

3. The Project Approvals as contained herein shall expire one (1) year from the date of effective approval thereof, unless prior to such date, building permits have been issued for the implementation of the Project, a time extension has been approved by the Planning Commission or the Development Agreement specifies a different expiration date.

4. A copy of the approving resolution(s) shall be printed or attached to the development plans that are to be submitted during the plan check process.

5. All applicable conditions shall be met or deemed to have been addressed by the Community and Economic Development Director or his designee prior to final inspection, and prior to occupancy of any buildings.

6. All Planning Division, Building Division, Code Enforcement Division, Engineering Division, and Police Department, and Los Angeles County Fire Department standards and conditions shall be complied with prior to the issuance of building permits.

7. All City and LA County Fire Department standards and conditions shall be implemented prior to final inspection and prior to occupancy of any building.

8. The Applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the Planning Commission Resolution prior to issuance of Building Permits for the proposed project.

9. The following state licenses are required prior to issuance of the Medicinal Commercial Cannabis Business Permit: Type 3A license from the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division, Type 7 license from the California Department of Public Health Manufactured Cannabis Safety Branch, and Type 11 license from the California Bureau of Cannabis Control.

10. The project shall comply with City of El Monte Ordinance No. 2924 and Chapter 5.18 Commercial Cannabis Activities of the El Monte Municipal Code.

11. The Applicant shall at all times be responsible for operating in full compliance with all applicable state and local laws and regulations, including those that may change subsequent to the Effective Date of Issuance of this Permit. Applicant's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

12. In the event that state or federal laws or regulations enacted after the Date of Issuance of this Permit prevent or preclude compliance with one or more conditions of the Permit, such conditions of the Permit shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

13. Should any condition set forth in this Resolution No. 3527 conflict with any condition set forth in Chapter 5.18, such condition in this Resolution No. 3527 shall control.

14. Should any condition set forth in this Resolution Resolution No. 3527 be preempted with conflicting state law or its implementing regulations, such state law or regulation shall control.

Legal

15. By acceptance of the approval of the project by the City, the Applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the project from an action which may be brought within the time period provided for such actions or

challenges under applicable law. The City shall promptly notify the Applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.

16. Subject to review and applicability by the Community and Economic Development Director, Public Works Director, and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to ensure that the property and all improvements located thereupon are properly maintained, the Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement with the City of El Monte which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney prior to issuance of a Certificate of Occupancy to the Applicant for the project. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:
    a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.).
    b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, and/or restrictions on certain uses, including uses determined by the Planning Commission (or the City Council upon appeal) to be incompatible or inconsistent with any authorized uses; compliance with applicable State and/or federal statutes and regulations, including but not limited to compliance with statutes and regulations regarding the appropriate operating guidelines for certain equipment (e.g., emissions standards, radio frequency emissions standards etc.);
    c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
    d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
    e. If the Applicant and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms.
    f. The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the maintenance agreement.
    g. The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City

to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.

h. The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.

Operations

17. Graffiti shall be removed from any interior/exterior surfaces to the structures and improvements on the property within 24 hours following the application of the graffiti or within 24 hours of applicant receiving notice of such graffiti by the City. Graffiti shall either be removed or the evidence of such vandalism painted over with a paint that has been exactly color-matched to the surface to which it is applied. If a non-painted surface, or where anti-graffiti coatings are used, graffiti may be removed with solvents or detergents, as appropriate.

18. Prior to commencing demolition and site preparation activities, the project site shall be secured with a fence to prevent unauthorized access to the site and the fence shall contain a screening material to screen construction activities from view. The temporary screening fence shall be installed to the satisfaction of the Economic Development Department and shall be maintained in good condition (free of tears, holes, crack lines, debris, etc.) at all times. At the primary entrance to the site, the screening material shall be reduced to a maximum height of four feet to provide visibility into the site at all times and for public safety purposes. The project site shall also have a minimum of 2-3 signs of quality material depicting the proposed development, which shall include renderings, project opening date, and City Council information. The signs shall be designed and installed to the satisfaction of the Economic Development Department and maintained in good condition (free of tears, graffiti, holes, cracks, fading, debris, etc.) at all times.

19. During the construction process all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the project site and not in the public R.O.W.

20. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.

21. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location.

22. All trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. Applicant shall divert fifty percent (50%) of its solid waste through recycling services provided by a solid waste hauler duly franchised to provide such service to the property. Pending completion of all construction activities upon the property, surplus construction materials shall be stored so as to be screened from view when not actually in use. All construction and demolition debris shall be removed from the property in compliance with EMMC Chapter 8.20. The removal of all solid waste arising out of the construction and demolition process shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services for construction and demolition projects within the City of El Monte. The removal of all other wastes from the property shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services to residential and commercial properties within the City of El Monte.
    a. Prior to the issuance of a Building Permit, the Applicant shall submit to the Building Safety Division, the Environmental Services Division and the City Code Enforcement Division, the name and contact information for the contracted waste hauler. It shall be the Applicant's obligation to ensure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
    b. Prior to final approval for occupancy, and in addition to any other requirements set forth under the El Monte Municipal Code or by the Chief Building Official, the Applicant shall submit to the Building and Safety Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed and/or diverted.
    c. Except as otherwise authorized pending the completion of the construction and demolition activities authorized under this resolution, solid waste containers and bulky items may not be stored or maintained at locations designated for parking and must be maintained in those locations designated for the temporary storage of solid waste and bulky items.
    d. The site and the public R.O.W. adjacent to any portions of the site shall be maintained in a condition which is free of debris both during and after the construction, addition or implementation of the entitlements granted herein. All trash and refuse shall be disposed of in dumpsters and be removed from the premises on an as needed basis. Any surplus construction materials shall be stored so as to be screened from public view when not actually in use and be removed from the property upon completion of construction activities. The removal of all trash, debris, and refuse, whether during or subsequent to construction shall be done only by the property owner, the Applicant or by a permitted waste contractor, who has been authorized by the City to provide collection, transportation, and disposal of solid waste from residential, commercial, and construction areas within the City.
    e. Prior to issuance of a Building Permit, the Applicant shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the Applicant's obligation to insure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.

f. Prior to final approval for occupancy, the Applicant shall submit to the Planning Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed.
g. Fire protection facilities; including access, must be provided prior to and during construction.

Art in Public Places

23. The project shall be required to comply with the Art in Public Places Ordinance. The project Applicant shall submit plans for the display of public art or a project place monument within the development, which shall be approved by the Art in Public Places Committee. As an alternative, the Applicant can pay the established in-lieu fee at time of building permit issuance.

Lighting

24. The Applicant shall submit a photometric plan to the Public Works Department for review and it shall provide a minimum of 1 foot-candle throughout the site. Where available and deemed necessary by the City Planner, the system must be equipped with vandal resistant covers and be shielded to direct light away from all neighboring uses, and comply with CALGreen or local ordinance, whichever is more stringent. The lighting plan shall include the design and specifications for all proposed exterior site lighting fixtures and shall be reviewed for quality, aesthetics, and illumination values.

25. The Applicant shall submit for review by the Planning Division and the Engineering Department, the design and specifications for all proposed lighting fixtures proposed for the buildings, drive aisles, parkways, parking areas, pathways, and surrounding areas within the development. The fixtures shall be reviewed for quality, aesthetics, illumination values, sustainability values such as LED and shall be decoratively and architecturally consistent with the building design. The number, location, height, style and design shall be reviewed and approved by the Planning Division and Engineering Department prior to issuance of building permits.

Operations

26. Signage for the Project and Facility shall conform to the requirements of the City's Sign Ordinance. In addition, the Applicant agrees that, except as otherwise approved by the City in writing or required by law, Project signage shall include nothing, in word or symbol, identifying the fact that the Property is used for cannabis-related activities.

27. Vehicles. No vehicle owned or operated by the Applicant, or used for the transportation of product or individuals associated with the Facility, shall include markings (in words or symbols) identifying the vehicle as a vehicle used for cannabis-related activities, unless otherwise required by law.

28. All Cannabis Businesses shall utilize a waste hauler that is franchised, contracted, licensed or otherwise authorized by the City to collect and process cannabis waste.

29. All cannabis shall be rendered unrecognizable and unusable at the time of disposal.

30. All cannabis waste shall be kept in a secured area that is inaccessible by the public until such time that it is collected by an authorized cannabis waste hauler.

31. Applicant shall allow the City or any agent or designee of the City to enter into the facility at any time during regular business hours for the purpose of inspection. Applicant shall also produce or otherwise make available any records or documents requested by the City or its agent at the time of inspection, or otherwise upon request by the City.

32. Applicant shall equip the facility with ventilation and exhaust systems designed to prevent odors from escaping or being detectable outside of the premises, from any adjacent property or public right-of-way, or in any common areas shared by employees or customers of other businesses. Such system shall be designed and installed by a licensed mechanical engineer, HVAC engineer or environmental engineer, and shall include at minimum:

    a) An exhaust air filtration system with odor control that prevents internal odors from escaping.
    b) A system that creates negative air pressure inside the cannabis facility so that odors are not detectable from the exterior of the cannabis business.

Security Plan

33. The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. 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, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Applicant shall also obtain an assessment of site security by a qualified security consultant. The Security Plan required will not be made public, except when required by law.

34. 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 local and state laws and regulations. The

video surveillance system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

35. 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 with glass breakage sensors and motion detectors.

36. Applicant shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Applicant employees and to ensure public safety to the neighboring community. Applicant shall provide City with specific policies for training employees regarding security procedures. Applicant shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Applicant's facility without the prior approval by the City Police Chief.

37. All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Applicant and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

Possession of Firearms

38. Except for licensed security personnel approved by the City Police Chief, no person employed by the Applicant shall be in possession of any firearm while on the premises or location 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 premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

    i. A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

    ii. A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

    iii. A copy of his or her California driver's license or California identification card; and

    iv. Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

Identification Display

39. 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 the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of Cannabis shall engage in any activities on behalf of Applicant with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Applicant and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

Procedures for Inventory Control to Prevent Diversion of Cannabis

40. Only employees who receive clearance from the City Police Chief shall be permitted to enter Applicant's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan and criminal history check.

41. Applicant's collective agreement shall prohibit the use of Cannabis by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

42. Applicant 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 cultivation, manufacture 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. The Applicant shall provide City with a Non-Diversion of Cannabis Plan documenting the steps Applicant will take to satisfy the requirements of this Section.

Control and Testing

43. Applicant shall utilize quality control measures and testing to ensure only the highest quality of Cannabis and infused products shall be produced or sold. Applicant shall inspect the product to ensure its identity and quantity, and shall have a State-licensed lab perform testing of random samples in accordance with applicable State law and regulations.

44. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Applicant shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Applicant shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Applicant shall provide City with a written plan explaining how it will satisfy the requirements of this Section.

Packaging of Cannabis and Infused Products

45. All Applicant's Cannabis products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Applicant's Regulatory Permit application, as amended or supplemented, all Cannabis products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

    i. The name, address and telephone number of the Cannabis retailer facility to which the Cannabis product is distributed, sold, or transferred;

    ii. The amount of Cannabis in the container; and

    iii. The date the Cannabis was transferred to a Cannabis retail facility.

46. Applicant intends to produce infused products and shall secure any approval from the County Health Department required for manufacturing and handling such products. Applicant's infused products shall not be produced, manufactured, stored or packaged in private homes. All Applicant's Cannabis infused products shall be individually wrapped at the original point of preparation.

Point of Sale Tracking System

47. Applicant 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 track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

48. Applicant shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed Cannabis facilities. Such approved system shall track all Applicant Cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

Record Keeping

49. Applicant shall maintain records for all dispensed Cannabis and/or infused products. Applicant shall comply with all records-keeping responsibilities that are set forth in Chapter 5.18 of the Municipal Code, including complete and up-to-date records regarding the amount of Cannabis cultivated, produced, manufactured, harvested, stored, or packaged at Applicant's facility.

Processing, Handling, Storing, and Distribution of Cannabis and Related Products

50. 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. 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.

51. Applicant shall store its Cannabis and/or Cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Applicant's facility. Applicant shall not conduct outdoor operations except as related to lawful delivery and transportation of Cannabis and infused products. Applicant shall not store Cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

52. Cannabis products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall 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.

Odor Control

53. All structures shall have ventilation and filtration systems installed that prevent Cannabis plant odors from exiting the interior of the structure to the greatest extent

feasible. The ventilation and filtration system shall be approved by the Building Official and City Manager and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating systems shall be of industrial grade. Activated charcoal, recirculating, closed loop aeration systems, and such other technology now available now available or developed in the future shall be utilized as necessary for effective odor control and management. Applicant acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

Description of Banking Plan

54. Applicant shall seek to open a bank account under the name of the Applicant or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Applicant shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Applicant successfully opens a bank account, it shall make provisions for Applicant collective members or other lawful cooperative corporations to implement debit and credit card transactions. Applicant shall not accept personal or corporate checks.

Transportation Plan

55. Applicant shall comply with all local and state law regarding transportation, including the rules governing delivery service. Applicant shall retain a list of names and cellular contact numbers for all employees engaged in transportation of Cannabis products and provide it to the City Police Department, keeping the list current and up to date.

56. Applicant shall keep complete and up-to-date records documenting each sale or transfer of Cannabis to other licensed cannabis businesses, including the amount provided, the form or product category in which the Cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other licensed cannabis business to whom delivery is made, and the amount of any monetary transaction.

Community Relations

57. Public Outreach and Education Program

    i. Applicant shall create an effective public outreach to the community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

ii. Applicant shall coordinate and cooperate with the City and other Cannabis Applicants located within the City in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

58. Designation of Persons Responsible for Community Relations

i. At the time of Permit Issuance, Applicant's general manager, shall be responsible for community inquiries and complaints and on site during normal business hours.

59. Interface with City Police Department

i. Applicant's general manager shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

Local Recruitment, Hiring and Training Programs

60. Applicant is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Applicant. A good-faith effort means the Applicant shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

61. Applicant shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Applicant's Cannabis facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Applicant's facility is opened, as well as for ancillary services needed.

Safety Plan

62. In addition to all other requirements described in this Exhibit, Applicant shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

Business Plan

63. Applicant shall provide City with a Business Plan that includes a description of day-to-day operations of the Project. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

64. The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

65. In addition, Applicant shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

Employment Requirements

66. Applicant shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

Landscape

67. Project shall comply with EMMC 17.10 (Landscape Requirements) and 17.11 (Water Efficiency). Landscape and irrigation shall be approved separately and substantially conform to the landscape plans presented to the Planning Commission.

68. A complete documentation package that complies with water efficient standards must be submitted and approved prior to final occupancy.

69. Mulch only and other similar cover material is not an acceptable landscape material and must be used in combination with plant material unless it is proposed as part of a swale, low impact development or retention area.

70. All trees on the site shall be preserved and remain compliant with tree protection and preservation standards. ANSI A300 best management practices shall be utilized when any trimming and maintenance is conducted.

Police Department

Sight Lines

71. Avoid dead end driveways and street should be designed to increase surveillance opportunities from passing traffic and patrol.

72. Parking lots should be visible from the street and well lit (LED) with universal lighting for night shift.

Lighting

73. "LED Lighting" along entrance paths to buildings should be provided at the same level as street lighting.

74. Back lanes and loading docks should be well lit (LED) with universal lighting.

75. Internal footpaths should be well-lit and visible from buildings.

76. Lighting should illuminate entrapment areas such as the entrances to loading/ unloading areas.

77. Reporting of burnt out or vandalized lights should be encouraged.

Landscape

78. Trees and hedges along public or secondary roads should not obstruct visibility from buildings.

79. If trees are required at curb side, add hostile vegetation to prevent sitting or sleeping in that area.

80. Hedges if necessary should not become convenient hiding spaces and could be spaced out to avoid total visual obstruction. A "2' / 6' Rule" shall be applied to all landscaping. This also applies to internal landscaping.

81. Fencing to be uniformed throughout the property.

Parking

82. Parking lots should be visible from the street and well lit with LED lighting with universal lighting.

83. Visitor parking should be designated.

Location Of Washrooms

84. Washrooms should be well lit.

85. Entrance should be highly visible and not tucked away in inconspicuous locations.

Signs And Information

86. Exits and main routes should be clearly signed using distinctive colors and symbols.

87. Location identification signs should be provided.

88. Location identification block numbers or letters shall be marked on roof tops as previously discussed.

Bicycle Parking

89. Bicycle parking facilities should be provided close to buildings, or located adjacent to activity areas.

90. Secure bicycle racks should be provided.

Traffic Calming Devices

91. Traffic calming devices such as speed humps should be installed.

92. Landscaping, providing it does not obstruct lines of sight, is a useful psychological influence to slow drivers down.

Formal Surveillance

93. Refer to the attached "El Monte Police Emergency Access/Uniform Security."

94. Additional surveillance measures should be provided in stairwells, lifts and other isolated areas.

95. Patrols by security/ maintenance staff should be encouraged.

96. The repair of broken bulbs and other common maintenance problems should be promptly undertaken by the maintenance staff, which should be trained to respond to or report emergencies.

Attendants (If Applicable)

97. Attendant booths should be located near entrances and predictable routes where there are clear sight lines.

98. Information and signs should provide guidance on how maintenance problems can be reported to attendants.

99. There should be attendants at all times who are trained to respond to emergencies.

Emergency Access

100. Nonresidential multi-tenant buildings or commercial buildings with a common area entrance and interior walkway shall provide police emergency access utilizing

an approved radio controlled entry system and approved key switch device or approved key vault which shall be installed as follows:

i. The key switch control shall be installed at a height of 42 inches from finished driveway grade and a minimum of 15 feet from the entry/exit gate, and be located on the driver's side of the road or driveway. The key switch is to be accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. The control housing shall consist of heavy gauge metal, and be vandal and weather resistant, and be mounted on a substantial structure such as a steel post, concrete, or masonry pedestal.

101. Key switches shall be secured to the control housing or telephone/intercom call box utilizing tamper resistant screws.

102. Vehicle gates shall be designed to open in case of a power failure.

103. All common area doors using an electrically automated type lock shall be provided with a key switch device within the building's exterior telephone/intercom call box or in a control housing as described in section above, or in a method approved by the enforcing authority and located within close proximity and in a visible area near the door mounted 4 feet above finished grade. Key switches shall be secured utilizing tamper resistant screws.

104. Exterior entry common area doors utilizing mechanical door locks shall be provided with a key vault within close proximity and in a visible area near the door mounted 4 feet above finished grade.

105. The radio controlled entry system shall be programmed to frequencies approved by the El Monte Police Department. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.

106. An Emergency Access Plan shall be required when a radio controlled entry system, key switch, or key vault is required to be installed. The plan is to identify the location of each device on a site plan.

107. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.

Fire Department

108. Comply with all Los Angeles County Fire Department requirements.

Mitigation Measures

Measure	Enforcement Agency	Monitoring Phase
Mitigation Measure No. 1 (Air Quality Impacts). The Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.	Planning Division and the Los Angeles County Department of Public Health • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 2 (Air Quality Impacts). Indoor air must be filtered so as to remove VOCs from the indoor air envelope. The filtration equipment must be installed prior to the issuance of an Occupancy Permit.	Planning Division, Chief Building Official, and the Los Angeles County Department of Public Health • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 3 (Energy Impacts). The facility must use of lighting equipment that will be energy efficient such as LED light fixtures.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 4 (Energy Impacts). The installation of solar panels will be required as a means to reduce energy consumption.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.
Mitigation Measure No. 5 (Energy Impacts). All appliances and indoor climate control equipment must be required to meet "Energy Star" ratings.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.

Mitigation Measure No. 6 (Hazards & Hazardous Materials Impacts). The Applicant and the contractors must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials that may be encountered during tenant improvement activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permit for the interior improvements. Any contamination encountered must be removed and disposed of in accordance with applicable laws prior to the issuance of the Building Permit.	Planning Division and Chief Building Official • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Building Permit.* • Mitigation ends when construction is completed.
Mitigation Measure No. 7 (Hazards & Hazardous Materials Impacts). The Applicant will provide a comprehensive listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes. The manner in which these materials are to be stored, handled, or disposed of must also be described. The Applicant will also be required to prepare a plan that indicates those protocols that must be adhered to in the event of an accident. This plan must be reviewed and approved by the County of Los Angeles Fire Department prior to the issuance of the Occupancy Permit.	Planning Division and Los Angeles County Fire Department • *(Applicant is responsible for implementation)*	*Prior to the issuance of a Certificate of Occupancy.* • Mitigation ends when construction is completed.

SECTION 9. That the Secretary of the City Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.

Alfredo Nuño, Chairperson

ATTEST:

Marcella Magdaleno, Secretary
El Monte City Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Marcella Magdaleno, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3527 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on November 27, 2018, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marcella Magdaleno, Secretary
El Monte City Planning Commission

ATTACHMENT 5

PROJECT PLANS



EL MONTE MMJ PARK

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

1/16" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Warning
This drawing indicates a schematic design interior layout. The drawing does not show prevailing conditions and is not issued for construction. The drawing was prepared for the owner only and is not to be used as a instrument against architect or builder. The property was not surveyed to meet earthquake codes. No structural inspections were observed and no reports are documented to indicate previous building permit applications. This is a "AS-IS" design floor and site plan. The Purpose is to indicate a possible planning approval. March 1 2018, Note can over run for more than contract service fee. Architect is not a GC and does not control phases, means, or methods for executing the work. THIS CAD WORK CAME FROM GREENCOAST AND WAS NOT FIELD VERIFIED CAUSE OWNER TI DID NOT HAVE ACCESS- CONTENT ON THIS SHEET IS A FOR GRAPHIC PURPOSES . NOT CONSTRUCTION

Legend:
- RACE TO HYDRANT
- NEW WALL
- NEW BROADWAY CAMERA PER SPECIALIZE
- NEW PANICBUTTON
- NEW FLOOR CEILING LIGHT
- NETWORK VIDEO RECORDING
- METHOD OF PROTECTION AND ALARM PANEL
- DOOR CONTACTS
- REMOTE ACCESS
- NEW LIGHTING PER PHOTOMETRIC PLAN
- STANDARD FIRST VIEW IF YOU TYPE ANY FIRE PANEL PRELIMINARY FIELD TO ACCESS CONTROL AUTOMATIC EXTERNAL DEPTH

Notes

2018 PROGRAM
- Cultivation 3A,
- Manufacturing Type 7,
- Distribution Type 11

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architect rob mothershed - C34114

Project Address:
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client:
TERESA

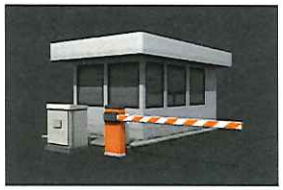
	ISSUE DATE
1	SEPT 24 2018 - CUP

A0.1

MEP : NEW HVAC EQUIPMENT SCREENS



SECURITY STATION :



BIOMETRIC :



PANIC SOFTWARE :



ADA : LIFT



AED :

Philips Heartstart Onsite AED



SOLAR GARDEN MOTION LIGHT :



FENCE :



RFID :



INTERIOR CAMERA :



Arecont SurroundVideo Omni G2 Series
AV12276DN-28 - panoramic camera

EXTERIOR CAMERA :



T24 LIGHT POLE :



T24 LIGHT BOLLARD :



FIRE EXTINGUISHER :



NEW SUPORT FACILITY SYSTEMS

EL MONTE MMJ PARK

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ARMORTECH SECURITY

LICENSED ARCHITECT ROBERT L MOTHERSHED C34114 Exp. Dec-24 6-15 STATE OF CALIFORNIA

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client:
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	ISSUE DATE
1	SEPT 24 2018 - CUP

A0.2

NORTH SIDE



EAST SIDE



SOUTH SIDE



WEST SIDE



EL MONTE MMJ PARK

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

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Exp. Dec. 28, 2018
STATE OF CALIFORNIA

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client:
TERESA

ISSUE DATE	
1	SEPT 24 2018 - CUP

A0.3

SITE INFRASTRUCTURE - EXISTING





Edison stated that there is a 1000 kva transformer and max can push to 1300 kva





SEWER



USPS

SITE INFRASTRUCTURE - FIRE







EL MONTE MMJ PARK

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

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architect rob mothershed - C34114

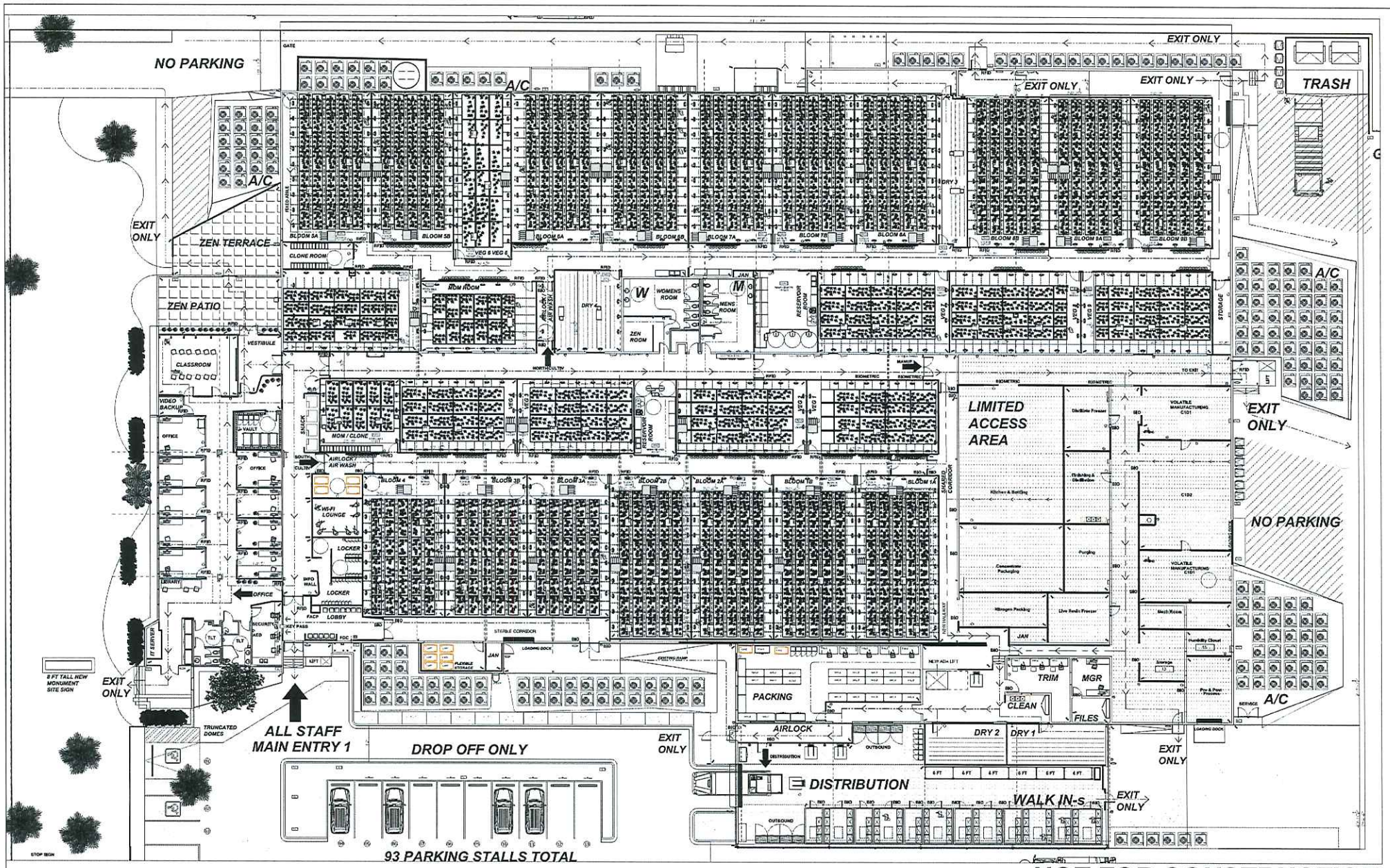
LICENSED ARCHITECT
ROBERT I. MOTHERSHED
C-34114
Exp. Mar 24 2018
STATE OF CALIFORNIA

Project Address:
4400 TEMPLE CITY BLVD

client:
TERESA

	ISSUE DATE
1	SEPT 24 2018 - CUP

A0.4



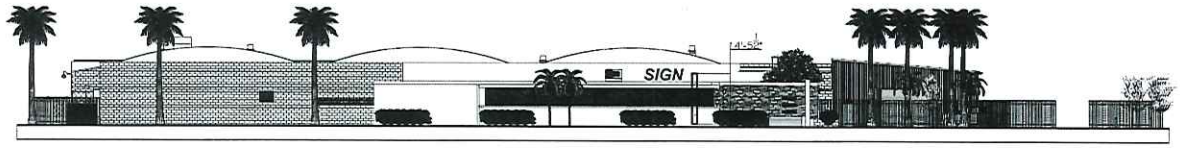
1 LEVEL

EL MONTE MMJ PARK - BUILDING- OVERALL

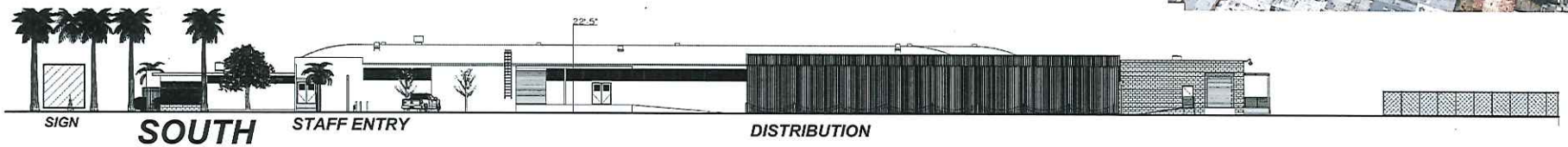
DO NOT SCALE PLAN
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

NOT FOR CONSTRUCTION

B1.0



WEST



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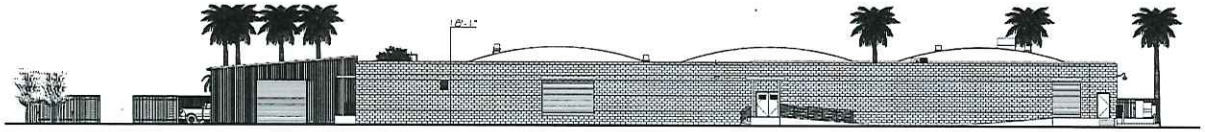
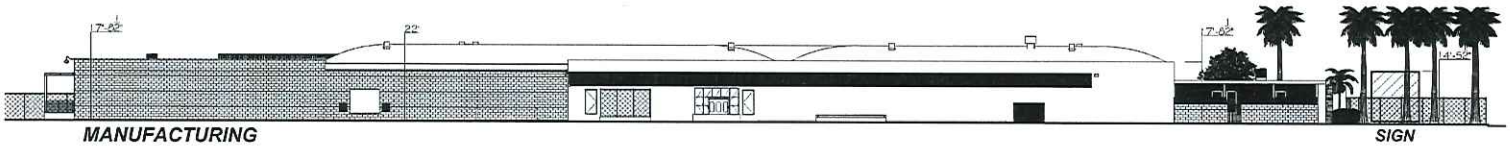


EAST



NORTH



EXISTING ELEVATIONS
EL MONTE MMJ PARK

1 LEVEL

1/16" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Webnet
This drawing indicates a schematic design interior layout. The drawing does not show preexisting conditions and is not issued for construction. The drawing was prepared for the owner only and is not to be used as a instrument against architect or builder. The property was not surveyed to meet earthquake codes. No structural inspections were observed and no reports are documented to indicate previous building permit applications. This is a "AS-BS" design floor and site plan. The Purpose is to indicate a possible planning approval- March 1 2018. None can ever sue for more than contract service fee. Architect is not a GC and does not control phases, means or methods for executing the work. THIS CAD WORK CAME FROM GREENCOAST AND WAS NOT FIELD VERIFIED CAUSE OWNER TI DID NOT HAVE ACCESS- CONTENT ON THIS SHEET IS A FOR GRAPHIC PURPOSES . NOT CONSTRUCTION

LEGEND
WALL TO REMAIN
NEW WALL
SAW MT SAFETY CAMERA
PITCHED CHANNEL
NEW PANIC BUTTON
NEW FLOOR COLLAPSE LIGHT
NETWORK VIDEO RECORDING
MOTION DETECTION ALARM
ALARM PANEL
FOAM CONTACTS
INSTRUMENT ACCESS
NEW LIGHTING FIXTURE
PHOTOMETRIC PLAN
CONNECTED TO ENTRY + ACD
TYPE AND TYPE EXISTING FIXTURE
PROJECTING & PROCESS CONTROL
AUTOMATIC EXTERNAL GATES

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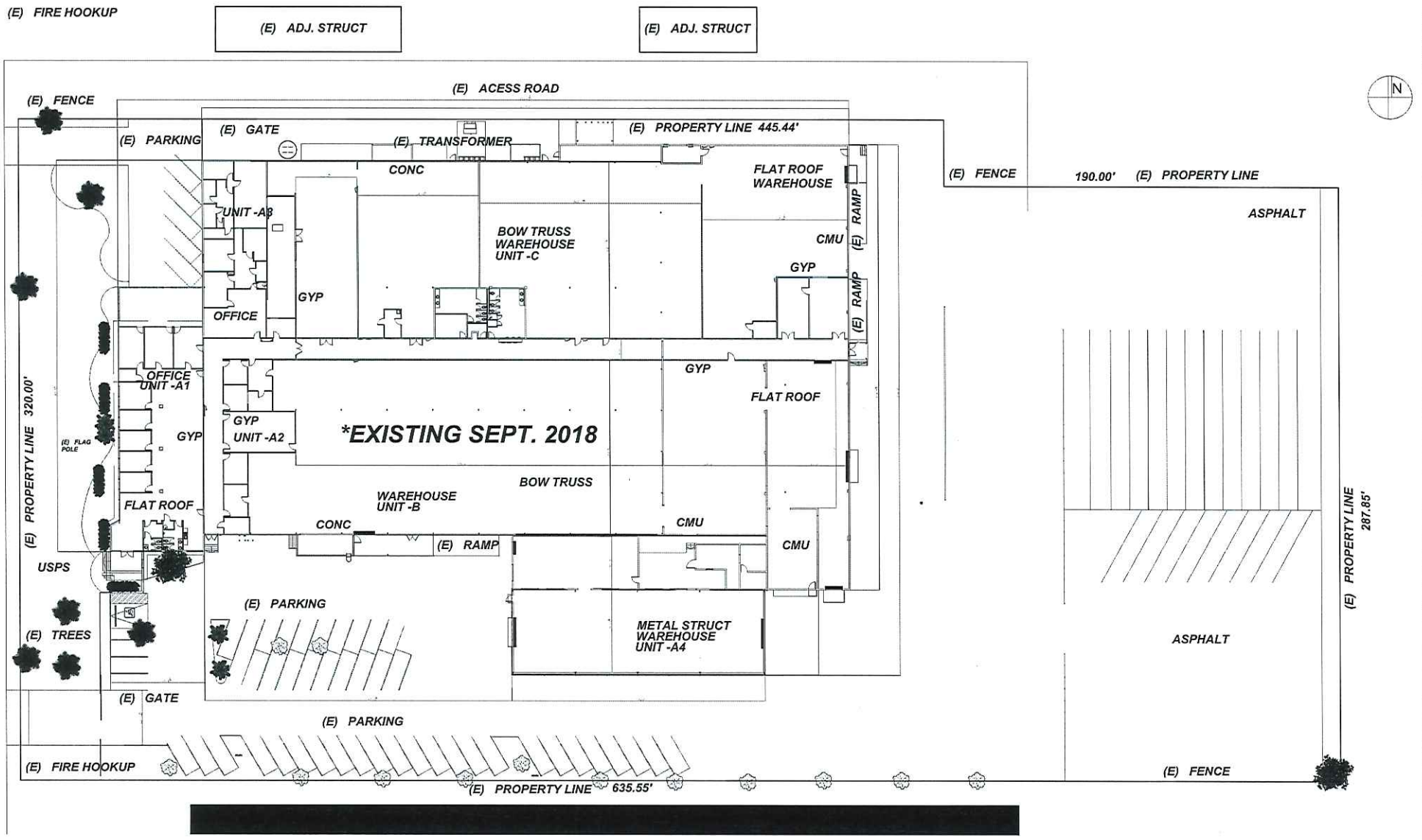
ISSUE DATE	
1	SEPT 24 2018 - CUP

ELV1.0



4400 EL MONTE - BASE PLAN

1 LEVEL

EXISTING BUILDING PLAN - 2018

1" ENGINEERING SCALE = 20 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Notes:
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GSC

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client:
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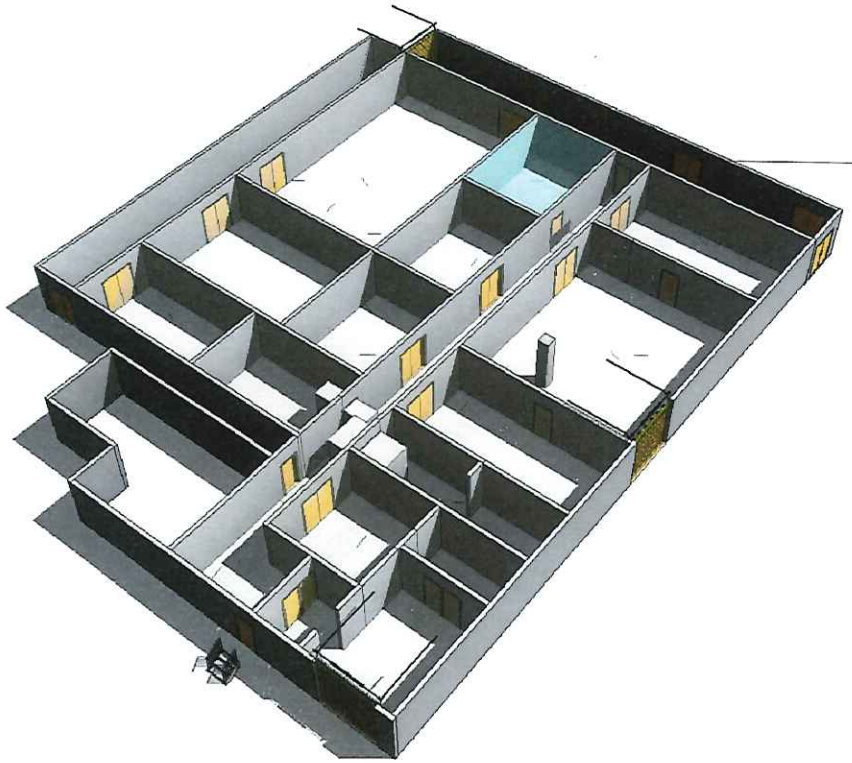
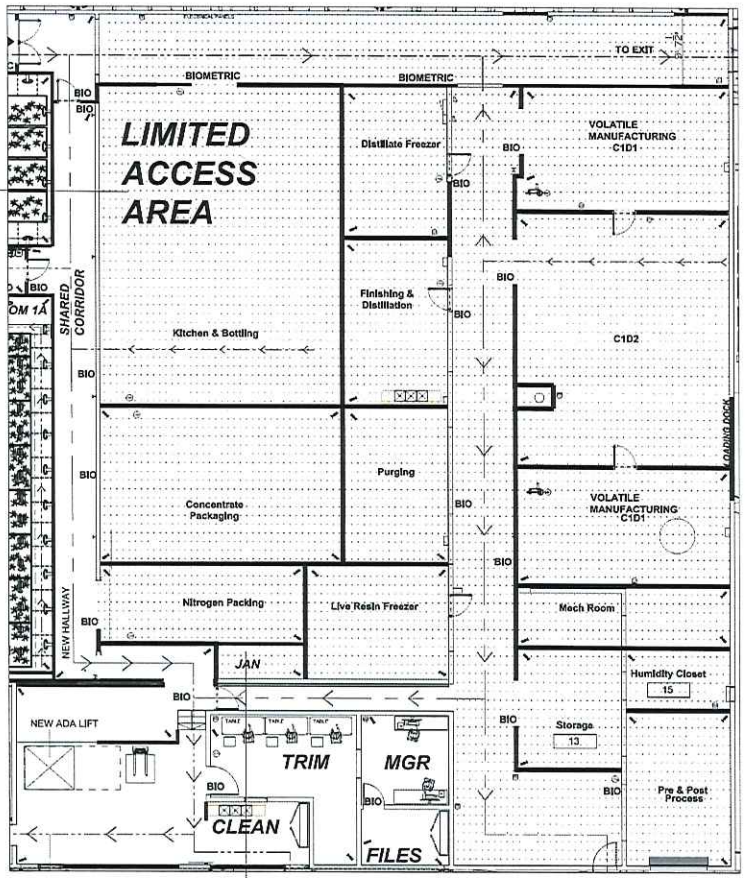
ISSUE DATE	
1	SEPT 24 2018 - CUP

EX1.0

PURESTAR EXTRACTION













EL MONTE MMJ PARK

1 LEVEL

PROPOSED BUILDING T.I. / SITE PLAN

1/8" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Waiver:
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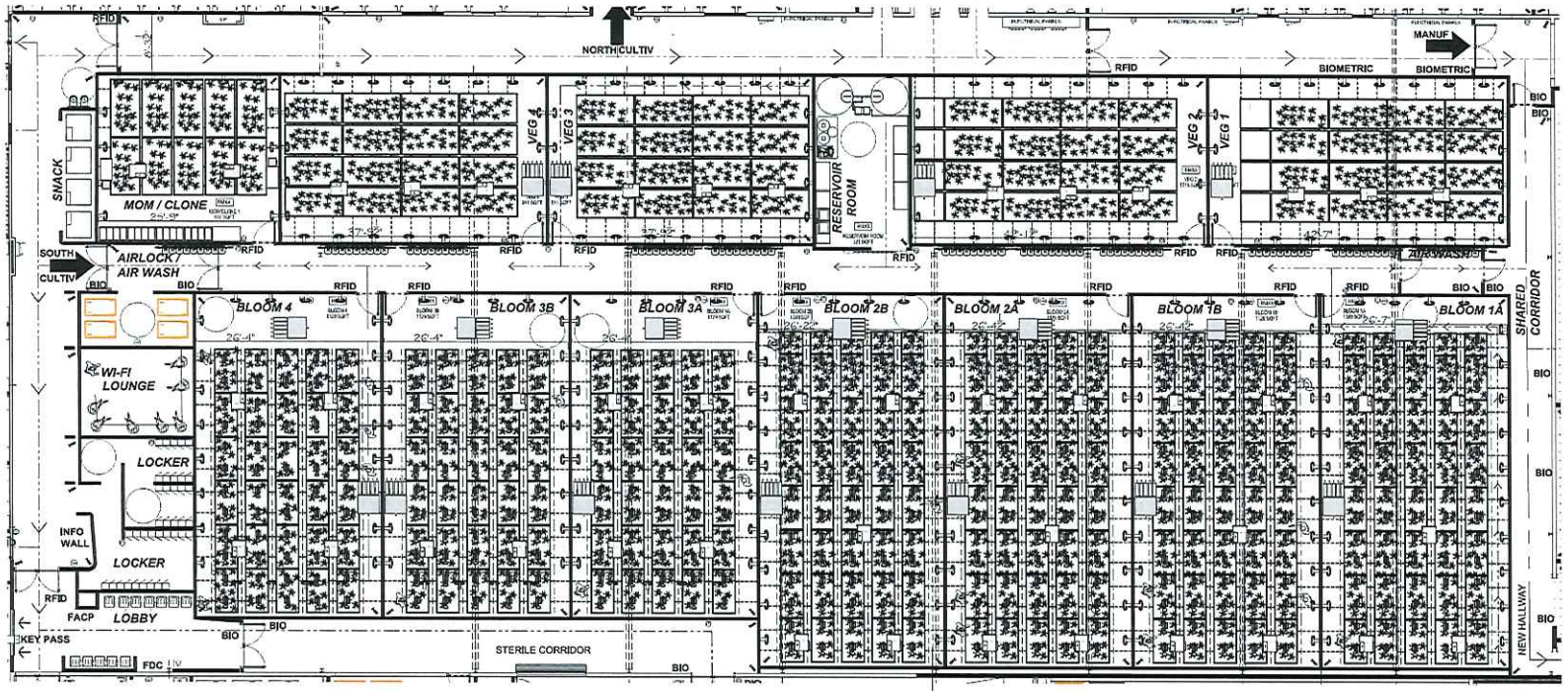
ISSUE	DATE
1	SEPT 24 2018 - CUP

FP.1







COMMON AREA

Bloom:
Tray Square Footage = 12,570
Tray w/ Overhang Square Footage = 16,300

Veg:
Tray Square Footage = 5,766

Mothers:
Tray Square Footage = 730

N

SOUTH CULTIVATION

1 LEVEL

EL MONTE MMJ PARK
PROPOSED BUILDING T.I. / SITE PLAN

1/8" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Waiver:
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LEGEND
WALL TO REMAIN
NEW WALL
NEW STOREFRONT CAMERA
NEW WING HOUSE
NEW FIXED BUTTON
NEW FLOOR CLEANOUT
NETWORK VIDEO RECORDING
MOTION DETECTION ALARM
ALARM PANEL
DOOR CONTACTS
BIOMETRIC ACCESS
NEW LIGHTING PLAN
FIRE PROTECTION PLAN
STANDARD FIRST HEIGHT AND
TYPE AND NEW STANDARD PRELIMINARY
RADIO PROJECT ACCESS CONTROL



LICENSED ARCHITECT ROBERT L. MOTHERSHED C-34114 Exp. 12-31-18 STATE OF CALIFORNIA

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client:
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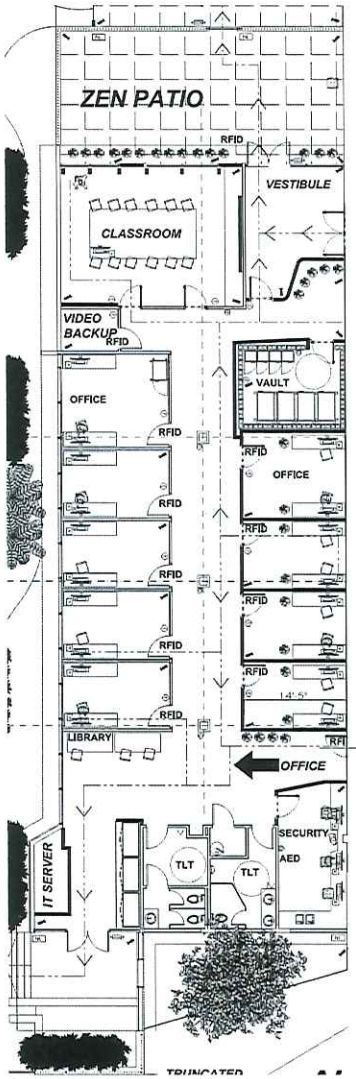
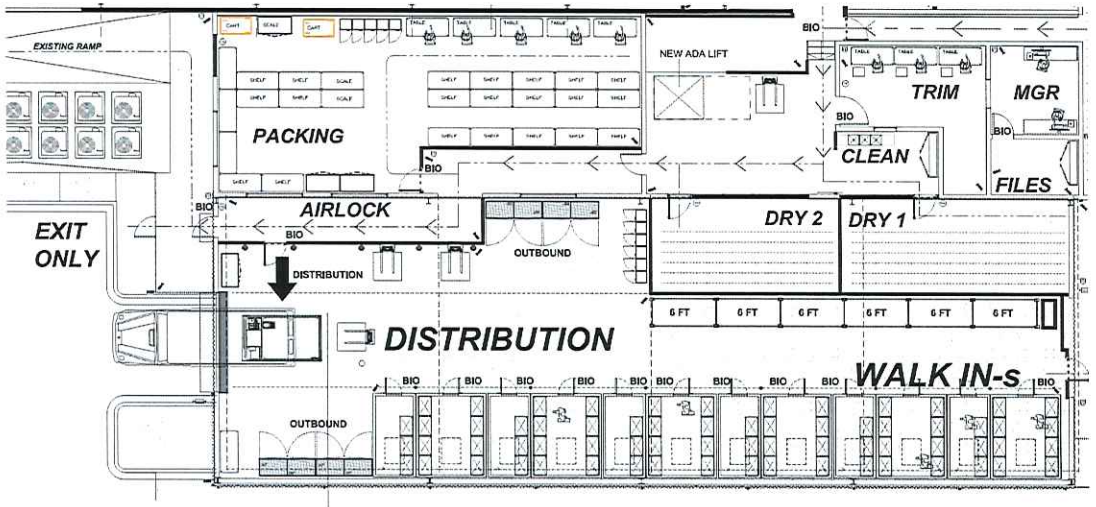
	ISSUE DATE
1	SEPT 24 2018 - CUP

FP2.0



OFFICE



DISTRIBUTION









EL MONTE MMJ PARK

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

1/8" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Waiver
This drawing indicates a schematic design timeline layout. The drawing does not show preexisting conditions and is not based for construction. The drawing was prepared for the owner only and is not to be used as a instrument against architect or builder. The property was not surveyed to meet earthquake codes. No structural inspections were observed and no reports are documented to indicate previous building permit applications. This is a "AS-IS" design floor and site plan. The Purpose is to indicate a possible planning approval. March 1 2018, None can ever sue for more than contract number fee. Architect is not a GC and does not control phases, means, or methods for executing the work. THIS CAD WORK CAME FROM GREENCOAST AND WAS NOT FIELD VERIFIED CAUSE OWNER TI DID NOT HAVE ACCESS. CONTENT ON THIS SHEET IS A FOR GRAPHIC PURPOSES ONLY. NOT CONSTRUCTION



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client:
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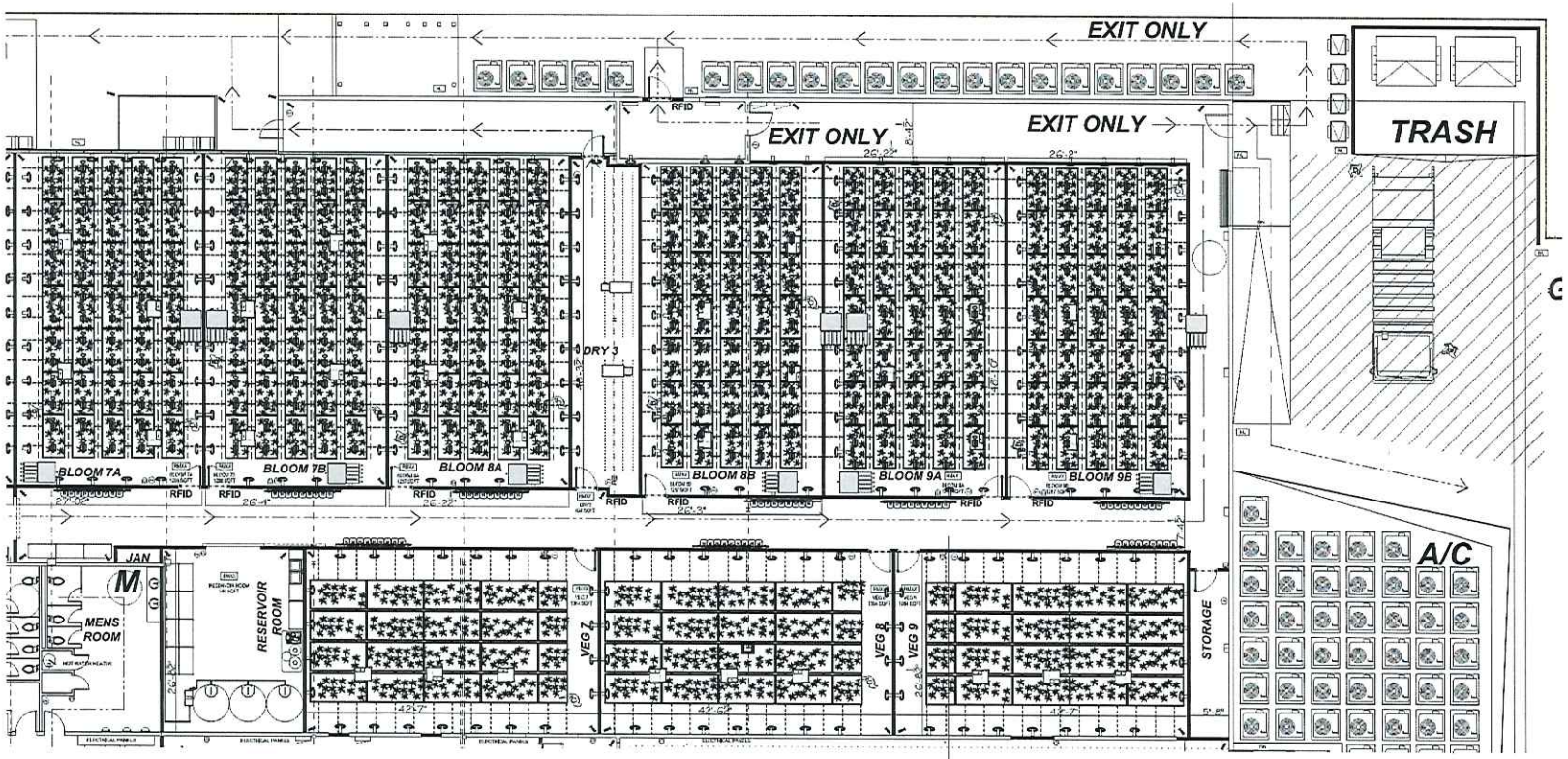
ISSUE	DATE
1	SEPT 24 2018 - CUP

FP3.0





NORTH CULTIVATION EAST

EL MONTE MMJ PARK

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

1/8" SCALE = 1 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36

FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Waiver:
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LEGEND



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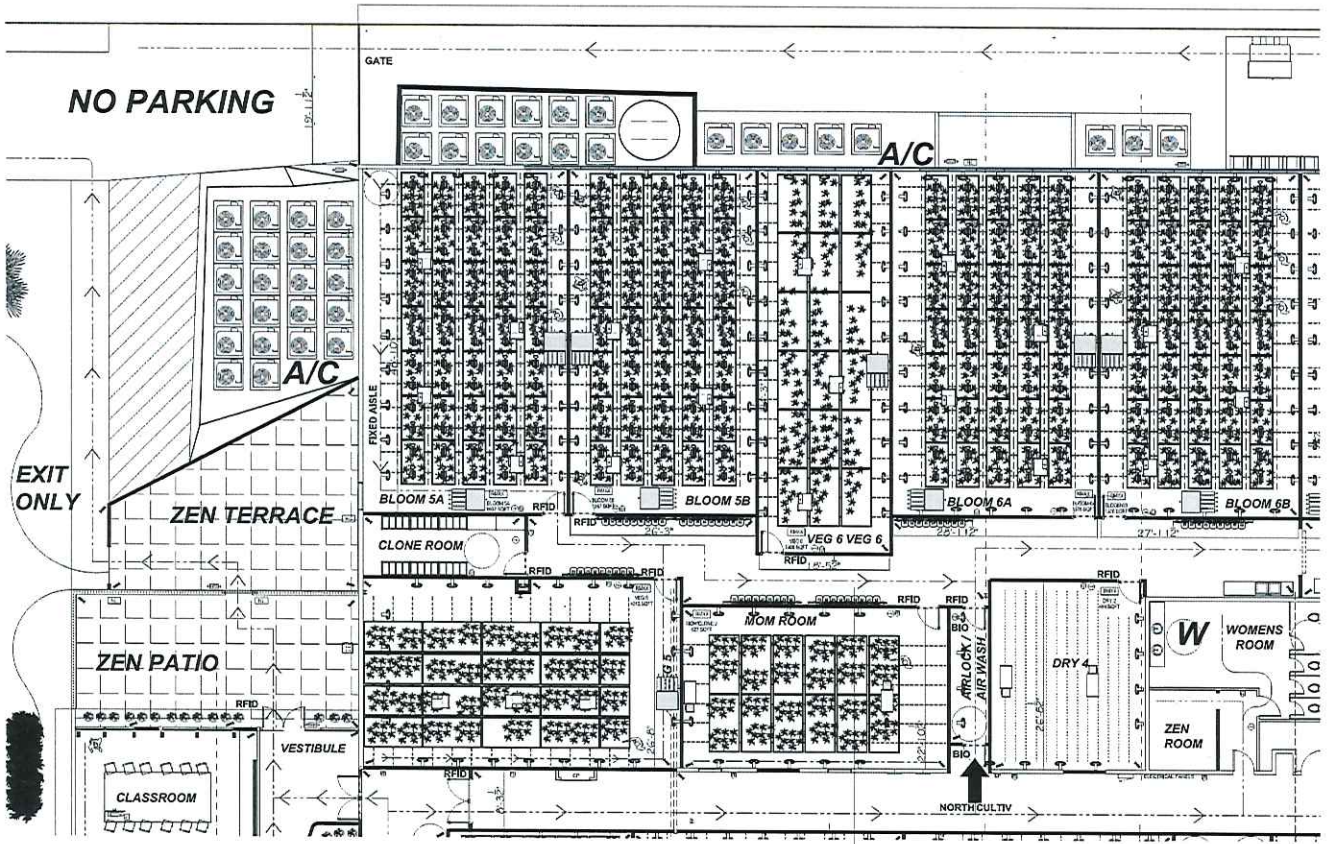
client:
TERESA

ISSUE DATE	
1	SEPT 24 2018 - CUP

FP4.0









NORTH CULTIVATION WEST

EL MONTE MMJ PARK

1 LEVEL

PROPOSED BUILDING T.I. / SITE PLAN

1/8" SCALE = 1 '- 0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36

FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Webinar

This drawing indicates a schematic design interior layout. The drawing does not show preexisting conditions and is not issued for construction. The drawing was prepared for the owner only and is not to be used as a instrument against architect or builder. The property was not surveyed to meet earthquake codes. No structural inspections were observed and no reports are documented to indicate previous building permit applications. This is a "AS-BY" design floor and site plan. The Purpose is to indicate a possible planning approval. March 1, 2018, None can ever sue for more than contract service fee. Architect is not a GC and does not control phases, means, or methods for executing the work. THIS CAD WORK CAME FROM GREENCOAST AND WAS NOT FIELD VERIFIED CAUSE OWNER TI CBD NOT HAVE ACCESS- CONTENT ON THIS SHEET IS A FOR GRAPHIC PURPOSES - NOT CONSTRUCTION

LEGEND

WALL TO REMAIN

NEW WALL

NEW MECHANICAL CHAMBER

PITCHED CANOPY

NEW PANEL SUPPLY

NEW FLOOR CEILING LIGHT

NETWORK VIDEO RECORDING

MUSION DETECTION ALARM

ALARM PANEL

DOOR CONTACTS

RESUMPTIVE ACCESS

NEW SEMI-TRANSFER

PHOTOMETRIC PLAN

STANDARD FIRST AID KIT + AED

TYPE AND FIRE EXISTING FIELD LAYS

RESUMPTIVE AID ACCESS CONTROL

AIR SYSTEM EXTERNAL DETAIL



LICENSED ARCHITECT ROBERT I. MOTHERSHED C-34114 Exp. Feb-24 2-15 STATE OF CALIFORNIA

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architect rob mothershed - C34114

Project Address:
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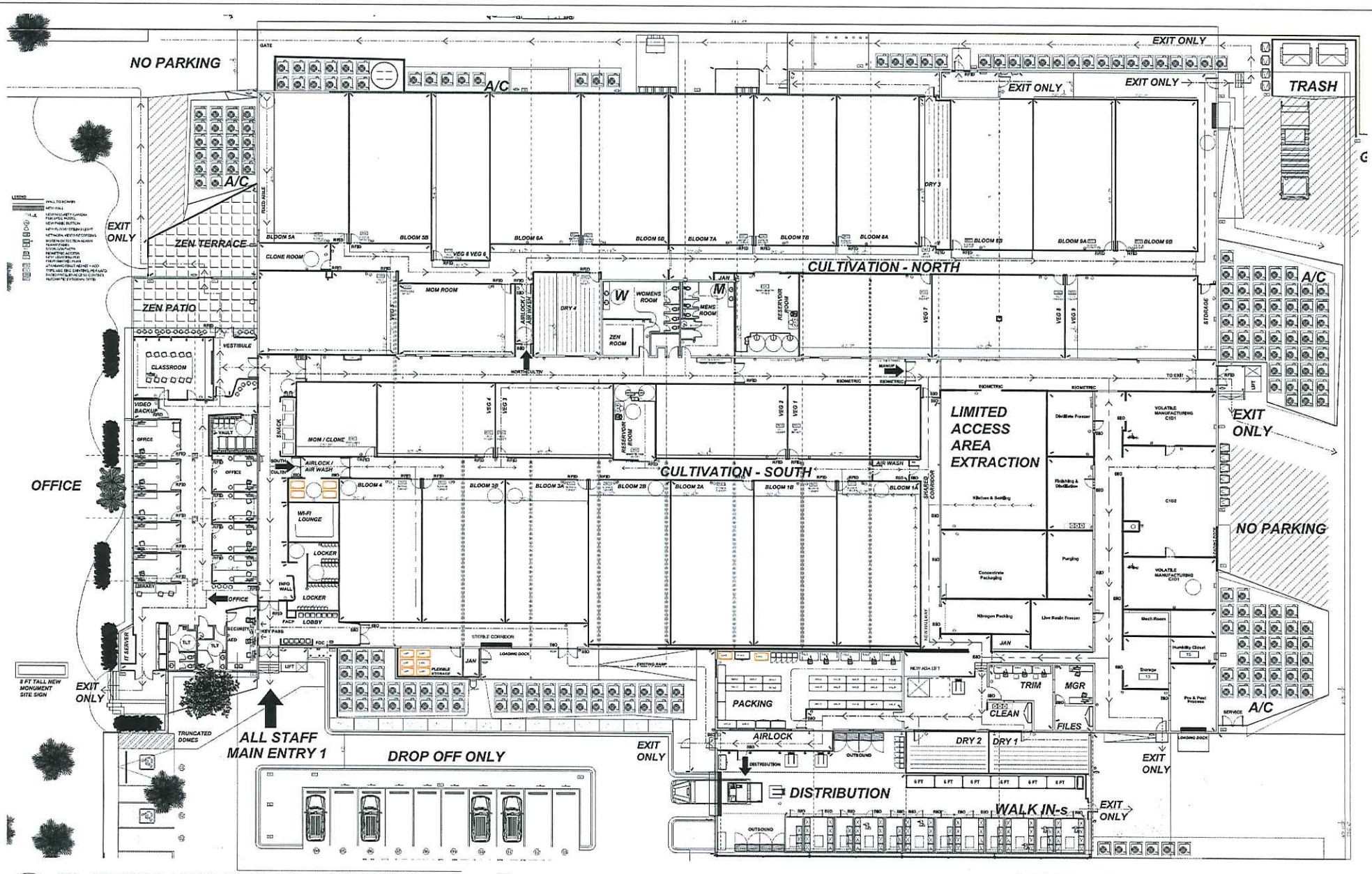
client:
TERESA

ISSUE DATE	
1	SEPT 24 2018 - CUP

FP5.0



1 LEVEL

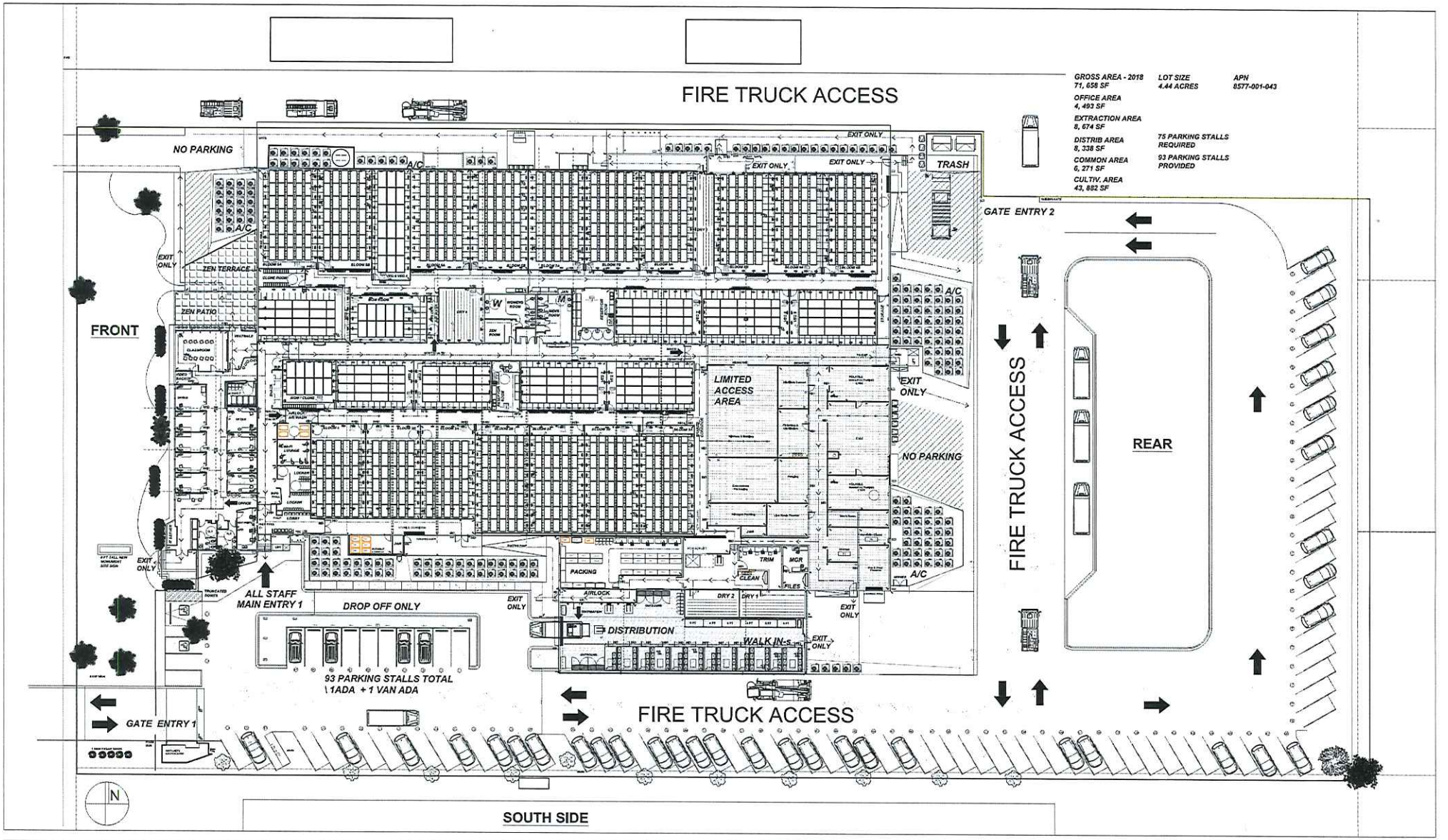
EL MONTE MMJ PARK - CAMERAS

DO NOT SCALE PLAN
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

ARMORTECH SECURITY

NOT FOR CONSTRUCTION

S1.0



GROSS AREA - 2018
71, 658 SF

OFFICE AREA
4, 493 SF

EXTRACTION AREA
8, 674 SF

DISTRIB AREA
8, 338 SF

COMMON AREA
6, 271 SF

CULTIV. AREA
43, 882 SF

LOT SIZE
4.44 ACRES

APN
8577-001-043

75 PARKING STALLS REQUIRED

93 PARKING STALLS PROVIDED

EL MONTE MMJ PARK - M2 ZONE

1 LEVEL PROPOSED BUILDING T.I. / SITE PLAN

1" SCALE = 20 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY

Project Address:
4400 TEMPLE CITY BLVD

client:
TERESA

2018 PROGRAM
- Cultivation 3A,
- Manufacturing Type 7,
- Distribution Type 11

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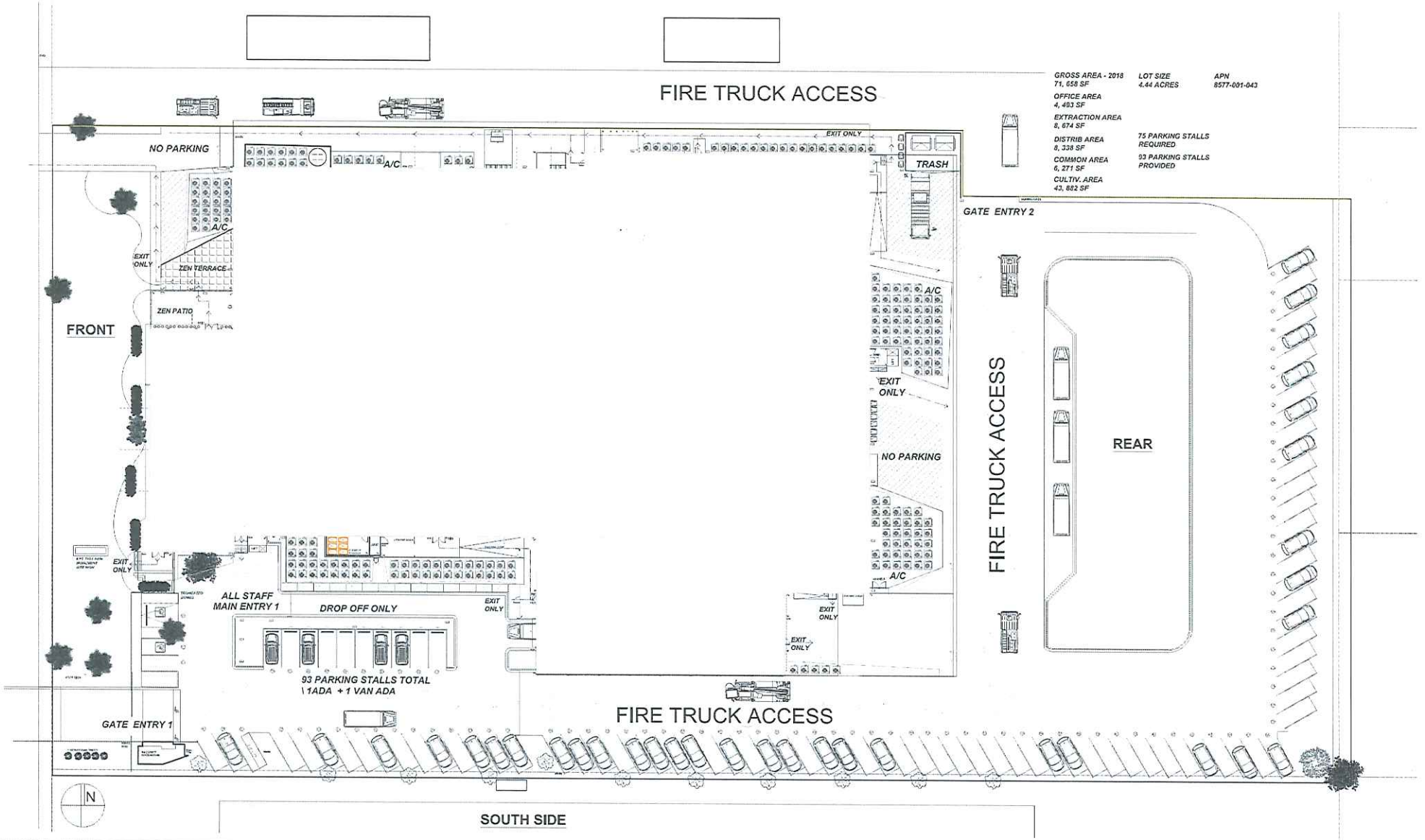
architect rob mothershed - C34114

ISSUE DATE	
1	SEPT 24 2018 - CUP

SP-1.0



EL MONTE MMJ PARK - M2 ZONE

PROPOSED BUILDING T.I. / SITE PLAN

1 LEVEL

1" SCALE = 20 '-0" - DO NOT SCALE PLAN IF SHEET IS NOT 24 X 36
FOR CITY PLANNING AND PLAN CHECK REVIEW ONLY



2018 PROGRAM
- Cultivation 3A,
- Manufacturing Type 7,
- Distribution Type 11

robco2D

Project Address:
4400 TEMPLE CITY BLVD

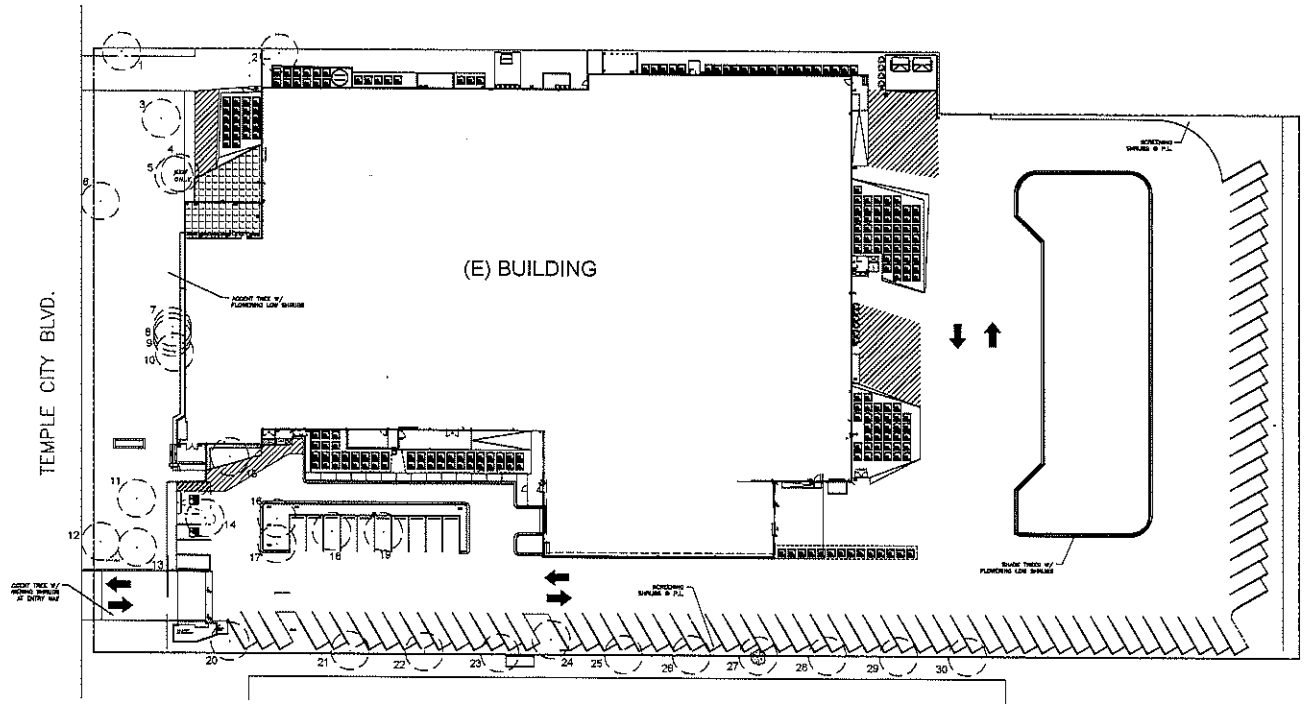
client:
TERESA

ISSUE DATE	
1	SEPT 24 2018 - CUP

SP-2.0

EXISTING TREES PLANT LEGEND

TREE #	BOTANICAL NAME	COMMON NAME	DBH (inches)	HEIGHT (feet)	REMARKS
1	Phoenix canariensis	Canary Island Palm	36	65	TO REMAIN
2	Ailanthus altissima	Tree of Heaven	4	24	TO REMAIN
3	Ligustrum lucidum	Glossy Privet	7	18	TO REMAIN
4	Ligustrum lucidum	Glossy Privet	5	20	TO REMAIN
5	Ficus carica	Common Fig	5	15	TO BE REMOVED
6	Phoenix canariensis	Canary Island Palm	5	17	TO REMAIN
7	Syagrus romanzoffiana	Queen Palm	12	25	TO REMAIN
8	Syagrus romanzoffiana	Queen Palm	16,16	26	TO REMAIN
9	Syagrus romanzoffiana	Queen Palm	12	25	TO REMAIN
10	Cupaniopsis anacardioides	Carrotwood	3	10	TO BE REMOVED
11	Syagrus romanzoffiana	Queen Palm	16	35	TO REMAIN
12	Washingtonia filifera	California Fan Palm	34	58	TO REMAIN
13	Washingtonia filifera	California Fan Palm	32	54	TO REMAIN
14	Washingtonia filifera	California Fan Palm	36	58	TO REMAIN
15	Avocado	Avocado	24	35	TO REMAIN
16	Syagrus romanzoffiana	Queen Palm	10,6	20	TO REMAIN
17	Syagrus romanzoffiana	Queen Palm	12,12	20	TO REMAIN
18	Morus	Mulberry	2	10	TO REMAIN
19	Tristania conferta	Brisbane Box	6	18	TO REMAIN
20	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
21	Lagerstroemia indica	Crepe Myrtle	2	12	TO REMAIN
22	Lagerstroemia indica	Crepe Myrtle	2	12	TO REMAIN
23	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
24	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
25	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
26	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
27	Lagerstroemia indica	Crepe Myrtle	2	10	TO REMAIN
28	Lagerstroemia indica	Crepe Myrtle	2	12	TO REMAIN
29	Lagerstroemia indica	Crepe Myrtle	2	12	TO REMAIN
30	Lagerstroemia indica	Crepe Myrtle	2	12	TO REMAIN



REVISIONS	BY

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pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT — PHILIP G. MAY — RENEWAL 08/31/2019 — STATE OF CALIFORNIA

TREE INVENTORY

EL MONTE MMJ PARK
4400 TEMPLE CITY BLVD.
EL MONTE, CA 91731

DRAWN: R.S.
CHECKED: P.M.
DATE: 9/21/2018
SCALE: 1"=30'-0"
JOB NO.: 16088
SHEET: L-1
OF 2 SHEETS

THESE DRAWINGS ARE INSTRUMENTS OF PHIL MAY LANDSCAPE ARCHITECT. ALL RIGHTS ARE RESERVED BY PHIL MAY LANDSCAPE ARCHITECT. THESE DRAWINGS ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED AND PUBLISHED. ANY REPRODUCTION OF THESE DRAWINGS IN WHOLE OR IN PART IS STRICTLY PROHIBITED. PUBLICATION OF THESE DRAWINGS WITHOUT THE EXPRESS WRITTEN PERMISSION OF PHIL MAY LANDSCAPE ARCHITECT

TREES



Coast Live Oak



Deodar Cedar

SHRUBS



Rosenka Bougainvillea



Yellow Lantana



Natal Plum



Tasman Flax Lily

GROUNDCOVER



Prostrate Myoporum

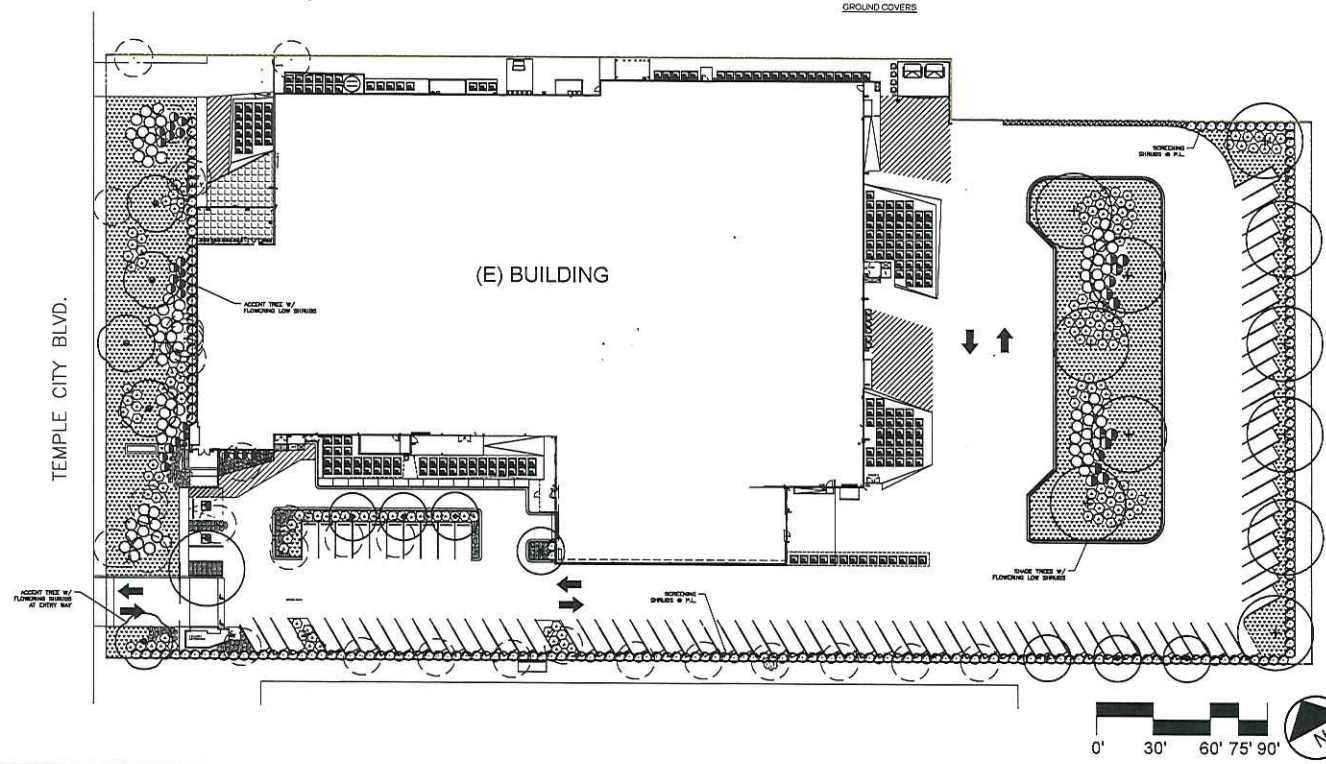


Lowboy Pyracantha

NOTE:
ALL PROPOSED LANDSCAPE AREAS WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION CONTROLLER SYSTEM

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS FACTOR
	TREES					
	Cedrus deodara	Deodar Cedar	24" box	5	Standard trunk	Moderate
	Lagestroemia i. 'Tuscarora'	Crape Myrtle	24" box	17	Standard trunk	Moderate
	Quercus agrifolia	Coast Live Oak	24" box	17	Standard trunk	Moderate
	EXISTING TREES					
	SHRUBS					
	Bougainvillea 'Rosenka'	Rosenka Bougainvillea	5 gal	34		Moderate
	Dietes bicolor	Fortnight Lily	5 gal	98		Moderate
	Carissa macrocarpa	Natal Plum	5 gal	98		Moderate
	Lantana camara	Lantana	5 gal	56		Moderate
	PERENNIALS					
	Dianella Tasmanica	Tasman Flax Lily	1 gal	205		Moderate
	GROUND COVERS					



REVISIONS | BY

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Fax: 909 373 1958
pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT
Philip S. May 3104
REGISTERED PROFESSIONAL
DATE
STATE OF CALIFORNIA

PRELIMINARY LANDSCAPE PLAN

EL MONTE MMJ PARK
4400 TEMPLE CITY BLVD.
EL MONTE, CA 91731

DRAWN R.S.
CHECKED P.M.
DATE 9/21/2018
SCALE 1"=30'-0"
JOB NO. 18088
SHEET

L-2

OF 2 SHEETS

TREES



Coast Live Oak



Deodar Cedar

SHRUBS



Rosenka Bougainvillea



Yellow Lantana



Natal Plum



Tasman Flax Lily

GROUNDCOVER



Prostrate Myoporum



Lowboy Pyracantha

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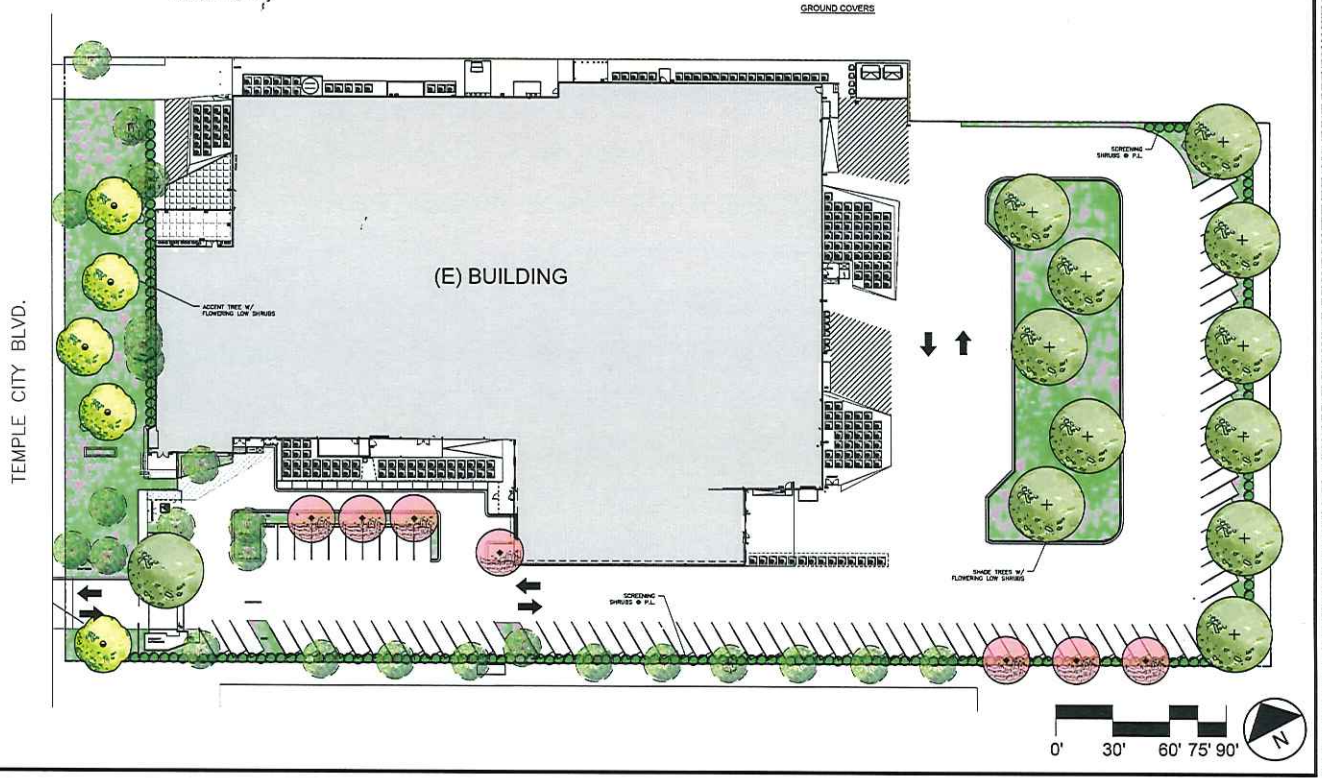
PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS FACTOR
	TREES					
	Cedrus deodara	Deodar Cedar	24" box	5	Standard trunk	Moderate
	Lagestroemia i. 'Tuscarora'	Crape Myrtle	24" box	17	Standard trunk	Moderate
	Quercus agrifolia	Coast Live Oak	24" box	17	Standard trunk	Moderate
	EXISTING TREES					
	SHRUBS					
	Bougainvillea 'Rosenka'	Rosenka Bougainvillea	5 gal	34		Moderate
	Dietes bicolor	Fortnight Lily	5 gal	98		Moderate
	Carissa macrocarpa	Natal Plum	5 gal	98		Moderate
	Lantana camara	Lantana	5 gal	56		Moderate
	PERENNIALS					
	Dianella Tasmanica	Tasman Flax Lily	1 gal	205		Moderate
	GROUND COVERS					



REVISIONS | BY

PHIL MAY LANDSCAPE ARCHITECT
1937 West 9th Street
Upland, CA 91786
Phone: 909 373 1959
Fax: 909 373 1958
pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT PHILIP S. MAY 3144 RENEWAL DATE STATE OF CALIFORNIA

PRELIMINARY LANDSCAPE PLAN

EL MONTE MMJ PARK
4400 TEMPLE CITY BLVD.
EL MONTE, CA 91731

DRAWN: R.S.
CHECKED: P.M.
DATE: 9/21/2018
SCALE: 1"=30'-0"
JOB NO.: 18088
SHEET: L-2

THESE DRAWINGS ARE INSTRUMENTS OF PHIL MAY LANDSCAPE ARCHITECT. ALL IDEAS AND DESIGN INFORMATION ON THESE DRAWINGS ARE FOR THE USE ON THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESS WRITTEN PERMISSION OF PHIL MAY LANDSCAPE ARCHITECT. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THE OFFICE SHALL BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS.

ATTACHMENT 6

NOTICE OF PUBLIC HEARING
RADIUS MAP
SITE POSTING

CITY OF EL MONTE
NOTICE OF INTENT TO ADOPT AN
INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION
AND NOTICE OF CITY COUNCIL PUBLIC HEARING

Hablamos Español favor de hablar con
Marcella Magdaleno (626) 258-8626

TO: All Interested Parties

FROM: City of El Monte Planning Division

APPLICATIONS: Development Agreement (DA) No. 02-18, Medicinal Cannabis Conditional Use Permit (MCCUP) Nos. 07-18, 08-18 and 09-18

PROPERTY LOCATION: 4400 Temple City Boulevard / APN 8577-001-043 (A full legal description of the properties are on file in the office of the El Monte Planning Division.)

REQUEST: The Applicant is requesting to conduct commercial medicinal cannabis activities ("project") pursuant to El Monte City Ordinance No. 2924 within an existing 71,658 square foot industrial building located in the M-2 General Manufacturing zone. The proposed project will be located on a 4.4 acre site with frontage along the east side of Ellis Lane/Temple City Boulevard. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. No retail cannabis or cannabis product retail sales or activities will be permitted. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use. Security features, including but not limited to, onsite security and security cameras, will be provided. A total of 93 parking spaces are proposed. Access to the project site is provided via two (2) existing driveways located on the east side of Ellis Lane/Temple City Boulevard.

This request is made pursuant to the requirements of Chapters 5.18, 17.24, and 17.84 of the El Monte Municipal Code (EMMC).

The Planning Commission recommended approval of the project to the City Council at its public hearing of November 27, 2018. The City Council will make a final decision on the project at the City Council public hearing of December 18, 2018.

APPLICANT:
Teresa Tsai
GSC Holding Group, LLC
19007 Garnet Way
Walnut, CA 91789

PROPERTY OWNER:
Oaks by the Lakes, LLC
4400 Temple City Boulevard
El Monte, CA 91731

ENVIRONMENTAL DOCUMENTATION: An Initial Study was prepared for the project and determined that there will be less than significant impacts to the environment because mitigation measures will be incorporated into the project. Therefore, a Mitigated Negative Declaration (MND) has been prepared. Mitigation measures are provided to lessen potential impacts related to air quality, energy, and hazards and hazardous materials.

The Initial Study and Mitigated Negative Declaration may be viewed at the City's Website at: http://ca-elmonte.civicplus.com/499/Current-Projects and at the Planning Division Public Counter at El Monte City Hall West. The Initial Study and Mitigated Negative Declaration was available for public comment from November 8, 2018 through November 27, 2018.

(SEE REVERSE SIDE)

PLACE OF HEARING: Pursuant to State Law, the City Council will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The public hearing is scheduled for:

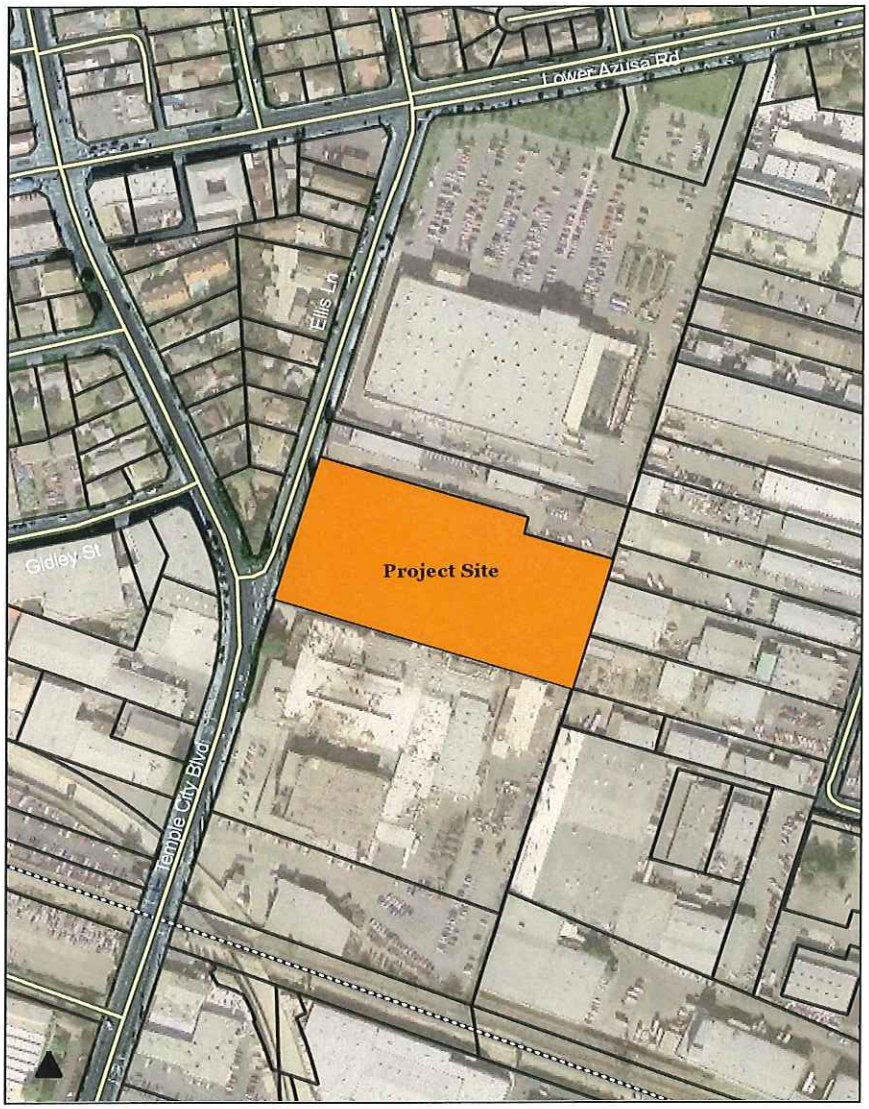
Date: Tuesday, December 18, 2018
Time: 7:00 p.m.
Place: El Monte City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

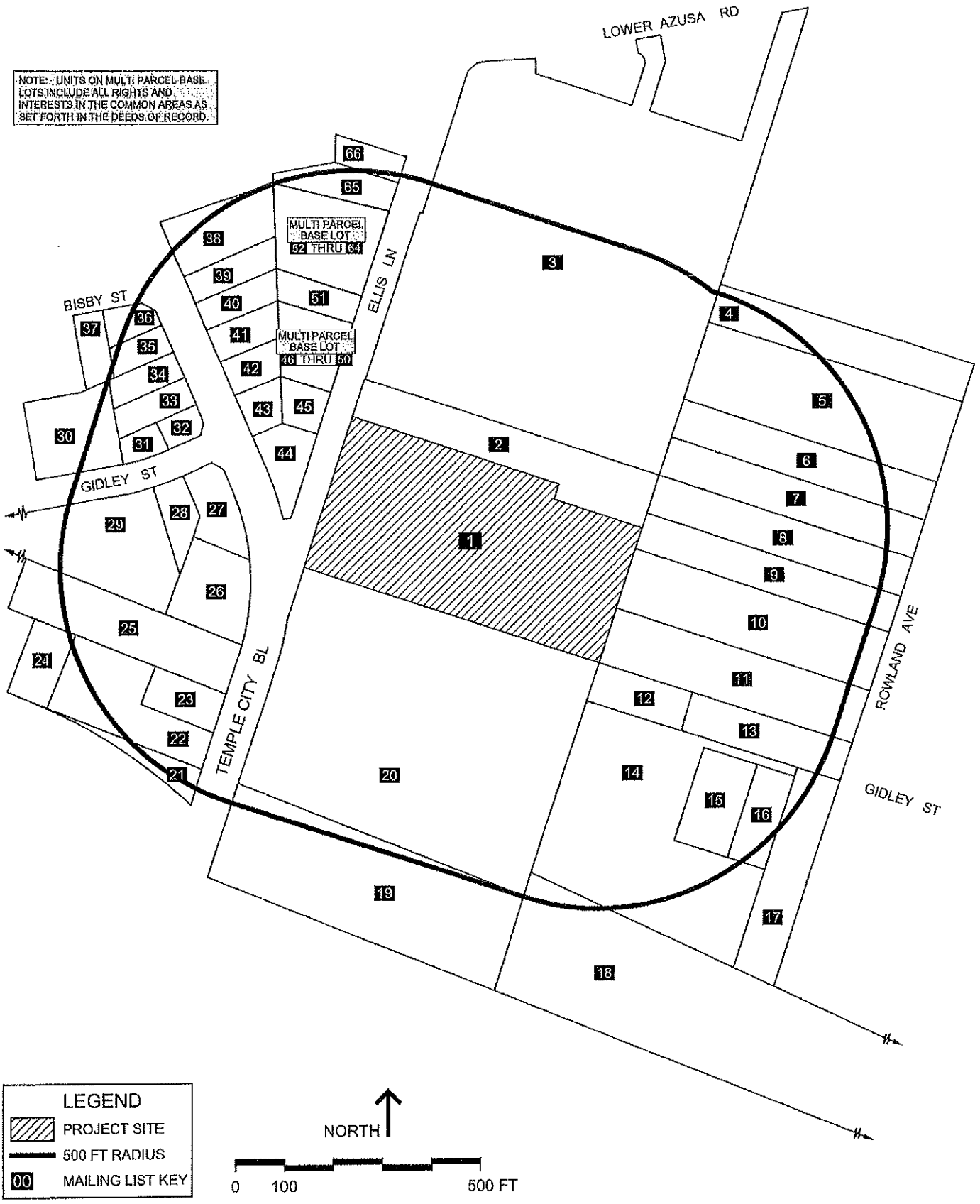
Persons wishing to comment on the environmental documentation or proposed application may do so orally or in writing at the public hearing or in writing prior to the meeting date. Written comments shall be sent to Betty Donavanik; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at bdonavanik@elmonteca.gov. If you challenge the decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For further information regarding this application, please contact Betty Donavanik at (626) 258-8626 Monday through Thursday, except legal holidays, between the hours of 7:30 a.m. and 5:30 p.m. For further information regarding this application, please contact the Planning Division at (626) 258-8626 Monday through Thursday, except legal holidays, between the hours of 7:30 a.m. and 5:30 p.m.

Published and mailed on: Thursday, December 6, 2018

Jonathan Hawes, City Clerk
City of El Monte

VICINITY MAP





RADIUS MAP 500 FT ON ASSESSOR'S PARCEL BASE	PROJECT SITE 4400 TEMPLE CITY BL EL MONTE, CA 91731 AIN/APN: 8577-001-043	APPLICANT GSC HOLDING GROUP, LLC	REQUESTING AGENCY CITY OF EL MONTE	5/24/18	PREPARED BY CITY RADIUS MAPS ROBERT SIMPSON 818-850-3382 P 18282A Copyright CRM

NOTICE OF
PUBLIC HEARING
DO NOT REMOVE

NOTICE OF
PUBLIC HEARING
DO NOT REMOVE

ATTACHMENT 7

RESPONSE TO COMMENTS

RESPONSES TO COMMENTS FOR THE MITIGATED NEGATIVE DECLARATION & INITIAL STUDY

GSC HOLDING GROUP, LLC 4400 TEMPLE CITY BOULEVARD

DEVELOPMENT AGREEMENT NO. 02-18
MEDICINAL CANNABIS CONDITIONAL USE PERMIT NO. 07-18;
MEDICINAL CANNABIS CONDITIONAL USE PERMIT NO. 08-18;
MEDICINAL CANNABIS CONDITIONAL USE PERMIT NO. 09-18

LEAD AGENCY:

CITY OF EL MONTE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING DIVISION
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

REPORT PREPARED BY:

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 SOUTH HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 91745

DECEMBER 12, 2018

ELMT 023

TABLE OF CONTENTS

Section **Page**

1. Comments & Response to Comments 3

1. COMMENTS AND RESPONSES TO COMMENTS

The City circulated the Mitigated Negative Declaration and Initial Study for a 30-day review period. Comment letters to date, were received from the following agencies and entities at the conclusion of the review period:

Emails Dated November 24, 2018
Carol Daugherty
Citizen of Temple City

Email Dated November 25, 2018
Mom Lee
Citizen of Temple City

Letter Dated November 21, 2018
City of Rosemead

Letter Dated November 26, 2018
City of Temple City

Email Dated November 27, 2018
James Flourney
Save Our Community

Email Dated December 5, 2018
Michele
Citizen of Temple City

Email Dated December 5, 2018
Tak Choi
Citizen of Arcadia

Email Dated December 5, 2018
Rosa Ng
Citizen of San Gabriel

Email Dated December 5, 2018
Shirley Kung
Citizen of Temple City

Email Dated December 5, 2018
Thomas Beck

Councilmember of Arcadia
Email Dated December 6, 2018
No Name

Email Dated December 6, 2018
Lucy Liou

Email Dated December 6, 2018
Ken Hon
Citizen of Temple City

Letter Dated November 26, 2018
City of Temple City

This section details the emails received from Ms. Carol Daugherty dated November 24, 2018, and the Lead Agency's responses to these comments.

Email 1.

This proposed facility which supposedly if for medical reasons should not be located in the area proposed. I oppose this because of the danger of those abusing the drug, creating safety hazards for those of us who do not and will not want to use this stuff - The homeless encamp there, Amazon uses that area for their trucks and employee parking during the work week, there are too many negatives for this to be considered. My house is within 3 blocks and La Rosa School is with one mile or so this proposed facility. Knowing that some will abuse this "medical" marijuana and become violent or attempt to rob the place just to get their fix, I wouldn't feel safe walking that area above it to shop at the businesses there. This is a poor choice of location - if you really want to put something like this in El Monte, find another location

Response 1.

The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. No retail cannabis or cannabis product retail sales or activities will be permitted. Access to the proposed project will be controlled and enforcement will be strict. Individuals will only be allowed to enter the facility with a permitted escort.

Email 2.

I very much oppose this location for any marijuana facility, whether medical or not. I live close to this area, within 3 blocks from my house this would be used for this purpose. This would bring additional crime and safety problems from those who use this drug into Temple City, an elementary school, La Rosa, is close to this area also and I truly believe this would be a big mistake to put this kind of facility where a drug is involved and misused by many people this close to Temple City, please find another location if you must have this facility in El Monte and not involve Temple City residents, businesses or schools. Also, the homeless use this area for their camping and living places. Amazon uses this area for parking their trucks and vehicles during the week.

If you really want a eye sore like this and temptation for those who feel they have to have that drug for whatever reason, put it in El Monte closer to the center of town or with an area that will not affect Temple City too much.

Response 2.

Please refer to the previous response. The proposed project will utilize the existing building, though improvements in terms of security, utilities, and building design will be made to accommodate the proposed use. In addition, new landscaping will be installed and the building's exterior will be

painted. No changes to the building's height will occur and the existing building size (floor area) will remain unchanged.

Email #1

From: Carol Daugherty [mailto:carol.daugherty.1941@gmail.com]
Sent: Saturday, November 24, 2018 11:11 AM
To: Betty Donavanik
Subject: Proposed Marijuana facility by El Monte

This proposed facility which supposedly if for medical reasons should not be located in the area proposed. I oppose this because of the danger of those abusing the drug, creating safety hazards for those of us who do not and will not want to use this stuff - The homeless encamp there. Amazon uses that area for their trucks and employee parking during the work week. there are too many negatives for this to be considered. My house is within 3 blocks and La Rosa School is with one mile or so this proposed facility. Knowing that some will abuse this "medical" marijuana and become violent or attempt to rob the place just to get their fix, I wouldn't feel safe walking that area above it to shop at the businesses there. This is a poor choice of location - if you really want to put something like this in El Monte, find another location

Email #2

From: Carol Daugherty [mailto:carol.daugherty.1941@gmail.com]
Sent: Saturday, November 24, 2018 11:15 AM
To: Betty Donavanik
Subject: Proposed El Monte Medical Marijuana Facility

I very much oppose this location for any marijuana facility, whether medical or not. I live close to this area, within 3 blocks from my house this would be used for this purpose. This would bring additional crime and safety problems from those who use this drug into Temple City, an elementary school, La Rosa, is close to this area also and I truly believe this would be a big mistake to put this kind of facility where a drug is involved and misused by many people this close to Temple City, please find another location if you must have this facility in El Monte and not involve Temple City residents, businesses or schools. Also, the homeless use this area for their camping and living places. Amazon uses this area for parking their trucks and vehicles during the week.
If you really want a eye sore like this and temptation for those who feel they have to have that drug for whatever reason, put it in El Monte closer to the center of town or with an area that will not affect Temple City too much.

This section details the email received from Ms. Mom Lee November 25, 2018, and the Lead Agency's responses to these comments.

Email 1.

Hi there- in responding to the Temple city council proposal in contacting El Monte city council, I would like to express my strong rejection to the marijuana facility proposal on temple city blvd and Ellen - since this is going to impact the safety of our neighborhood badly.

This kind of facility should be built in area which less population density with no school around. We have so many school in Temple city, El Monte and Arcadia surrounding neighborhood- this is going to irritate the student life seeing all the incomers.

Profit is one thing but the future health of our children are far more important than profit to the city and any particular small business.

Please abandon this idea/ project.

Response 1.

The comment is noted for the record. The proposed used is located within The project site is located within the "Northwest Area Medicinal-only Commercial Cannabis" area under EL Monte City Ordinance No. 2924.

-----Original Message-----
From: mom lee [mailto:momlee800@yahoo.com]
Sent: Sunday, November 25, 2018 10:05 AM
To: Betty Donavanik
Cc: momlee800@yahoo.com
Subject: Medical marijuana facility in El Monte next to temple city

Hi there- in responding to the Temple city council proposal in contacting El Monte city council, I would like to express my strong rejection to the marijuana facility proposal on temple city blvd and Ellen - since this is going to impact the safety of our neighborhood badly.

This kind of facility should be built in area which less population density with no school around. We have so many school in Temple city, El Monte and Arcadia surrounding neighborhood- this is going to irritate the student life seeing all the incomers.
Profit is one thing but the future health of our children are far more important than profit to the city and any particular small business.
Please abandon this idea/ project.

Thanks
Residents from Temple city

Response to Comment Letter Dated November 21, 2018
City of Rosemead

Comment 1.

The City of Rosemead has reviewed the IS/MND that was prepared for the proposed El Monte Medical Marijuana Park proposed at 4400 Temple City Boulevard. We appreciate the opportunity to comment on the document and have the following comments:

Response 1.

The comment is noted for the record. No response is required.

Comment 2.

3.15.2.A - *Inadequate Public Services Analysis (Fire). The MND states that fire protection is provided by the Los Angeles County Fire Department, which also serves the City of Rosemead. The MND further states that, "..the Development Agreement will ensure any cost to the Fire Department will be provided by the Applicant." Due to the close proximity of the project location to the City of Rosemead, certain significant or backup calls for fire service could be responded by the County Fire Department resources serving Rosemead. To this date, Rosemead has not been consulted by either the applicant, the City of El Monte, or the County Fire Department on potential project related fire safety service impacts or terms of the Development Agreement that ensures cost to be provided by the Applicant.*

Response 2.

The Project Applicant consulted with the Los Angeles Fire Department (Department) very early in the planning process. The Department provided the Applicant with a list of development requirements that must be adhered to. The Department requires multiple fire safety features including sprinklers, gas detection alarms, ventilation systems, and specific signage. The entire building will also be equipped with new or upgraded sprinklers. The Development Agreement will ensure any cost to the Fire Department will be provided by the Applicant. In conclusion, proposed use will be required to adhere to all site and development requirements identified by the Los Angeles County Fire Department.

Comment 3.

3.15.2.A – Inadequate Public Services Analysis (Police). The MND states that law enforcement services within El Monte is provided by the El Monte Police Department from one police station located at 1133 Valley Boulevard. The MND also states that, "...the Development Agreement will ensure any costs to the Fire [sic] Department will be provided by the Applicant." Due to the close proximity of the project location to the City of Rosemead, certain significant or back up calls may be responded by the Los Angeles County Sheriff's Department under contract with Rosemead. Certain law enforcement events or activities from the said site may also encroach into the City of Rosemead which would be

responded by the Sheriff's Department. To this date, Rosemead has not been consulted by either the applicant or the City of El Monte on potential project related law enforcement service impacts or terms of the Development Agreement that ensures cost to be provided by the Applicant.

Response 3.

The proposed use will not involve any activities that will encroach into Rosemead. The proposal includes medicinal-only cannabis cultivation, manufacturing, and distribution operations. No retail cannabis or cannabis product retail sales or activities will be permitted. The proposed use will operate within an existing 71,658 square foot industrial building. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use.

As stated in the IS/MND, access will be controlled and enforcement will be strict. Individuals will only be allowed to enter the facility with a permitted escort. Access will be further controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors. Individual employees will be equipped with panic software that could be uploaded onto their phones for use in case of an emergency. Other security features include onsite security, interior and exterior security cameras, motion sensitive outdoor lighting, and blacked-out windows. Most importantly, no retail cannabis or cannabis product retail sales or activities will be permitted within the facility. The Applicant will also be required to prepare a security plan pursuant to local and State regulations.

Comment 4.

3.17.2 - Inadequate Traffic analysis. A traffic study was not prepared to identify traffic and safety impacts of the proposed project. The City of Rosemead is concerned that there would potentially be significant impacts on the streets and other public facilities within the City of Rosemead. The MND should identify and include an analysis of the traffic and safety impacts, as well as impacts to the roadways and other public improvements, with appropriate mitigations. Please note that this was also a concern of the City of Rosemead of the Magellan Gateway (known previously as Temple Palms) Industrial Park Project, which as a result, did impact the Temple City Boulevard roadway in the City of Rosemead.

Response 4.

The IS/MND did consider the proposed traffic impacts for those CEQA issues requiring analysis. The project site is presently occupied by a furniture outlet and telecommunications facility. At the time the IS/MND was prepared, the project site was occupied by the two aforementioned businesses. The project site is presently occupied by Flat Fair, a furniture store and by Turnaround Communication, a telecommunications company.

The proposed use's operational characteristics will result in different trip generation and distribution though the proposed project's traffic generation will be less than the existing uses or typical manufacturing uses. According to the ITE, a manufacturing use will result in up to 274 daily trips with 52 AM peak hour

trips and 52 PM peak hour trips. The proposed project will employ a total of 46 persons overall. This translates into between 92 and 184 daily trips from the employees. Two vans will be used for distribution purposes with two deliveries per day for each van. Minimal additional trips will come from vendors and suppliers. As a result, the proposed project's traffic impacts will be less that that compared to the existing uses or typical manufacturing uses with similar floor area.

Comment 5.

The comments are based on the IS/MND that was distributed to the City of Rosemead for review. Additional comments may follow once the Planning Commission Staff Report is available for review. Please feel free to contact me at (626) 569-2169 or bkim@cityofrosemead.org, if you have any questions regarding this matter. Rosemead City Hall is open from 7:00 a.m. to 6:00 p.m., Monday through Thursday. City Hall is closed on Fridays.

Response 5.

The comment is noted for the record.

MAYOR:
STEVEN LY

MAYOR PRO TEM:
MARGARET CLARK

COUNCIL MEMBERS:
SANDRA ARMENTA
POLLY LOW

City of Rosemead

8838 E. VALLEY BOULEVARD P.O BOX 399
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 307-9218

November 21, 2018

Ms. Betty Donavanik
Community & Economic Development Director
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration – El Monte Medical Marijuana Park

Dear Ms. Donavanik,

The City of Rosemead has reviewed the IS/MND that was prepared for the proposed El Monte Medical Marijuana Park proposed at 4400 Temple City Boulevard. We appreciate the opportunity to comment on the document and have the following comments:

Section 3.15 Public Services

3.15.2.A - Inadequate Public Services Analysis (Fire). The MND states that fire protection is provided by the Los Angeles County Fire Department, which also serves the City of Rosemead. The MND further states that, "...the Development Agreement will ensure any cost to the Fire Department will be provided by the Applicant." Due to the close proximity of the project location to the City of Rosemead, certain significant or backup calls for fire service could be responded by the County Fire Department resources serving Rosemead. To this date, Rosemead has not been consulted by either the applicant, the City of El Monte, or the County Fire Department on potential project related fire safety service impacts or terms of the Development Agreement that ensures cost to be provided by the Applicant.

3.15.2.B – Inadequate Public Services Analysis (Police). The MND states that law enforcement services within El Monte is provided by the El Monte Police Department from one police station located at 1133 Valley Boulevard. The MND also states that, "...the Development Agreement will ensure any costs to the Fire [sic] Department will be provided by the Applicant." Due to the close proximity of the project location to the City of Rosemead, certain significant or back up calls may be responded by the Los Angeles County Sheriff's Department under contract with Rosemead. Certain law enforcement events or activities from the said site may also encroach into the City of Rosemead which would be

November 21, 2018
City of El Monte IS/MND
Medicinal Cannabis CUP 07-18, 08-18-, 09-18

responded by the Sheriff's Department. To this date, Rosemead has not been consulted by either the applicant or the City of El Monte on potential project related law enforcement service impacts or terms of the Development Agreement that ensures cost to be provided by the Applicant.

Section 3.17 Transportation & Circulation
3.17.2 - Inadequate Traffic analysis. A traffic study was not prepared to identify traffic and safety impacts of the proposed project. The City of Rosemead is concerned that there would potentially be significant impacts on the streets and other public facilities within the City of Rosemead. The MND should identify and include an analysis of the traffic and safety impacts, as well as impacts to the roadways and other public improvements, with appropriate mitigations. Please note that this was also a concern of the City of Rosemead of the Magellan Gateway (known previously as Temple Palms) Industrial Park Project, which as a result, did impact the Temple City Boulevard roadway in the City of Rosemead.

The comments are based on the IS/MND that was distributed to the City of Rosemead for review. Additional comments may follow once the Planning Commission Staff Report is available for review.

Please feel free to contact me at (626) 569-2169 or bkim@cityofrosemead.org, if you have any questions regarding this matter. Rosemead City Hall is open from 7:00 a.m. to 6:00 p.m., Monday through Thursday. City Hall is closed on Fridays.

Sincerely,

Ben Kim
Director of Community Development

Cc: Gloria Molleda, City Manager
Lily Valenzuela, Planning & Economic Development Manager

Response to Comment Letter Dated November 26, 2018
City of Temple City

Comment 1.

We submit this letter on behalf of the City of Temple City (City) in connection with the GSC Holding Group, LLC's applications (Development Agreement No. 02- 18, Conditional Use Permit (CUP) No. 07-18, CUP No. 08-18, and CUP No. 09- 18) for a project involving a 71,658 Square Foot cannabis cultivation facility at 4400 Temple City Boulevard (Project).

The mitigated negative declaration (MND) for the Project raises significant and substantial concerns to both the City and City residents as do the three proposed CUPs. These concerns, as explained in detail below, include failure to adequately study the environmental impacts of this Project that result in conclusions unsupported by the information provided in the MND, failure to consider the cumulative effects of this Project as one of 8 similar applications for marijuana cultivation facilities in the immediate vicinity of the Project, and issues concerning the CUP findings of fact and conditions of approval.

Response 1.

The comment is noted for the record. Responses to specific comments are provided in the remainder of the Response to Comment document.

Comment 2.

The Project involves retrofitting an existing 71,658 square foot industrial building to allow for the conducting of commercial cannabis cultivation, manufacturing, and distribution operations on a 4.4 acre site in the City of El Monte's M-2 General Manufacturing zone. The Project will be located at 4400 Temple City Boulevard with frontage along the east side of Ellis Lane/Temple City Boulevard.

Response 2.

The comment is noted for the record. No response is required.

Comment 3.

Residential development occupies frontage along the west side of Ellis Lane, opposite the project site, and City residents, including families with small children, live, work, shop and attend school in the immediate neighborhood of the Project site. The Project will employ up to 46 people to conduct operations that involve growing marijuana (also known as cannabis) using water and grow-related lighting, drying and processing cannabis for distribution, and extracting oil from cannabis using volatile solvents that when present in the air in sufficient quantities will ignite or explode, and that will pollute the groundwater on a site that is already subject to remediation requirements.

Response 3.

The comment implies that potentially certain explosive chemicals will be allowed to collect at potentially explosive concentrations into the interior or would be exhausted into the outside air. The project site is currently occupied by an existing industrial building that will be "repurposed" to accommodate the proposed use. Due to the age of the on-site improvements, construction related activities related to the requisite tenant improvements could reveal lead and/or asbestos-containing materials. The potentially hazardous materials that are often associated with medical cannabis facilities include the following: Mold, Skin Sensitivity, Corrosive Chemicals, Carbon dioxide (CO_2), Carbon monoxide (CO), and Indoor Air Quality (Ozone, VOCs and terpenes). The project must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials. A listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes must be provided.

Comment 4.

CEQA was adopted with two purposes in mind: to ensure environmental protection by requiring full disclosure of a project's significant impacts on the environment; and to encourage transparency in government. (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553.) CEQA requires that a project's significant environmental impacts must be disclosed to both the public and the decision makers before a project is approved, so that the decision is well-informed and so that public can hold the decision-makers accountable. (Laurel Heights Improvement Ass'n of San Francisco v. Regents of the University of California (1988) 47 Cal.3d 376, 392.)

Response 4.

The comment is noted for the record. The City of El Monte oversaw the preparation of the IS/MND that is the subject of this comment letter. Through this process, the City evaluated the impacts of the proposed use on all of the mandatory CEQA issue areas. Potentially significant impacts were identified for a number of those issues though mitigation was found to be effective in reducing the impacts to levels that were less than significant. To indicate that the City, in its capacity as Lead Agency for the project, failed to disclose the proposed project's significant impacts is not correct.

Comment 5.

A city has a duty to investigate the potential environmental impacts of a project. A court may consider an agency's failure to gather relevant data in determining whether there is a "fair argument" that a project's environmental impacts may be significant. (See generally Sundstrom v. County of Mendocino (1988) 202 Cal. App. 3d 296, 311 (holding that absence of evidence in record can itself support "fair argument" of significant impacts).)

Response 5.

The comment is noted for the record. Please see previous response.

Comment 6.

If an Initial Study identifies potentially significant impacts, revisions may be made to the Project to "clearly reduce impacts to a level of insignificance" through an MND and there cannot be substantial evidence in the record that the project as revised would have a significant effect on the environment. (Public Resources Code §21080(c)(2); 14 Cal. Code Regs. §15070(b).) The changes and conditions must be agreed upon by the applicant before the MND can be released for public review. (14 Cal. Code Regs. §15070(b)(1).)

Response 6.

The comment is noted for the record. The IS/MND identified mitigation measures that would be effective in reducing the project's potential impacts to levels that were less than significant. These mitigation measures are also mentioned in the Mitigation Monitoring and Reporting Program to ensure that they are implemented.

Comment 7.

Here, approving this Project based on the existing environmental "review" would violate the California Environmental Quality Act (CEQA). The environmental "review" and "analysis" performed in the Initial Study and MND for the Project are cursory, superficial and wholly inadequate, especially with respect to gathering the relevant data concerning the Project's environmental impacts. The current MND does not fulfill these purposes and does not satisfy CEQA's requirements.

Response 7.

The comment is noted for the record. We are unclear as to the meaning of "existing environmental review." The IS/MND clearly indicates that the proposed use would occupy an existing industrial building, which is in fact the case. The IS/MND evaluates the potential impacts of the proposed use, which are measured from the existing "baseline," which is a requirement under CEQA.

Comment 8.

The Project description is insufficient. "An accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR" (San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus (1994) 27 Cal. App. 4th 713, 730, quoting County of Inyo v. City of Los Angeles (1977) 71 Cal. App. 3d 185, 193.) An "accurate project description is necessary for an intelligent evaluation of the potential environmental effects of a proposed activity." (Id. (citation omitted).) Thus, an inaccurate or incomplete project description renders the analysis of significant environmental impacts inherently unreliable. Here, the Project description does not satisfy CEQA's requirements.

Response 8.

The comment is noted for the record. The above comment is unclear as to why the project description included in Section 2 of the IS/MND is inadequate. The project description includes a background discussion, the physical characteristics of the proposed use, the operational characteristics of the proposed use, outlines the construction phasing, and identifies the discretionary actions. In addition, the project location is identified using both narrative and exhibits.

Comment 9.

The Project description is insufficient because it lacks basic information about the Project operations. For example, the MND discusses how the Project involves commercial medicinal cannabis cultivation, and manufacturing using hazardous substances, and distribution operations, but does not provide any Project-specific information, or even information from comparable operations, that will provide information concerning the amount of organic waste generated by the cultivation, how cannabis by-products will be disposed and in what quantities, the types of pesticides or hazardous substances commonly used (and their proper handling), the risks of mishandling solvents and the potential impacts of such mishandling, or the types of anticipated deliveries from the site and the traffic impacts of those deliveries. Without proper description of the Project and its operations, it is difficult to provide any meaningful review of the Project's impacts.

Response 9.

The issues raised in the above comment were considered in detail in the analysis sections of the IS/MND. For example, the impacts related to energy consumption, waste disposal, water consumption, etc. were discussed under the particular issue area. It is also important to note that the growing, cultivation, and manufacturing of the cannabis and cannabis products will be undertaken in a completely indoor and secured environment.

Comment 10.

The MND does not adequately analyze the Project and its impacts on the environment. The CEQA violations do not end with the inadequate Project description. The MND itself is flawed because it does not analyze the Project and its impacts on the environment. A lead agency prepares an initial study to determine whether a negative declaration, a mitigated negative declaration or full environmental impact report is the appropriate environmental review document. (14 CCR §15365 (CEQA Guidelines).) The initial study must consider "all phases of project planning, implementation and operation...." (CEQA Guidelines §15063(b)(1).) The initial study must analyze whether any aspect of a project, either individually or cumulatively, may cause a significant adverse impact to the environment. (CEQA Guidelines §15063(b)(1).)

Response 10.

The comment is noted for the record. The criticism that "The MND itself is flawed because it does not analyze the Project and its impacts on the environment" is difficult to specifically respond to. The IS/MND evaluates the impacts, and where appropriate recommends mitigation, for the individual issue areas that were analyzed. The thresholds for each issue area were first identified, followed by an evaluation of the potential impacts, and mitigation was then provided. In addition, the Lead Agency determined that an environmental impact report (EIR) was not warranted for the proposed use. This discussion will be expanded under a later response.

Comment 11.

The initial study must include enough information to allow the lead agency to determine the environmental review document appropriate. (Center for Sierra Nevada Conservatives v. County of El Dorado (2012) 202 Cal. App. 4th 1156 (citations omitted).) The record must provide evidence to support conclusions reached in an initial study. (Lighthouse Field Beach Rescue v. City of Santa Cruz (2005) 131 Cal. App. 4th 1591.) When, as here, a lead agency "fails to gather information and undertake an adequate environmental analysis in its initial study, a negative declaration is inappropriate." (El Dorado County Taxpayers for Quality Growth v. County of El Dorado (2004) 122 Cal. App. 4th 1591, 1597.) Failure to adequately analyze all of a project's potentially significant impacts or provide evidence to support conclusions reached in the initial study is a failure to comply with CEQA.

Response 12.

The Lead Agency required and oversaw the preparation of the IS/MND. The analysis considered a wider range of issue areas that would allow for a comprehensive review of the proposed use. Where a potentially significant impact was identified, the City included mitigation measures that would be effective in reducing the impacts to levels that were less than significant. The IS/MND concluded that no unmitigable significant impacts would remain following the implementation of the requisite mitigation.

Comment 13.

When a project may have a significant impact on the environment, an EIR, not an MND, must be prepared. CEQA requires that an EIR must be prepared "whenever it can be fairly argued on the basis of substantial evidence that the project may have significant environmental impact." (No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 75.) Substantial evidence "means enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (CEQA Guidelines section 15384(a).) The fair argument standard is a low threshold test for requiring preparation of an EIR. (Id. at 84.) The preference is to resolve any doubts "in favor of environmental review." (Architectural Heritage Assn. v. County of Monterey (2004) 122 Cal. App. 4th 1095, 1110.)

Response 13.

The Lead Agency determined that an EIR was not required for the proposed use. This determination is clearly identified in the IS/MND. The comment fails to identify those issues where there is a potential for a significant unmitigable impact where an EIR would be warranted.

Comment 14.

Here, there are multiple instances where the MND fails to disclose, analyze and mitigate significant impacts concerning public services, traffic/transportation, hazardous materials, and solid waste. Moreover, the MND includes no mention whatsoever of the Project's significant cumulative impacts, particularly with respect the multiple marijuana uses currently being processed by the City of El Monte for location in the vicinity of the Project. Because this Project may have a significant impact on the environment, an EIR must be prepared.

Response 14.

At the time the IS/MND was prepared, a single application had been submitted to the City, which was provided to the preparers of the CEQA document. The other issues referred to on the comment were analyzed in the IS/MND.

Comment 15.

Public Services. The MND's deficiencies continue with respect to the consideration of impacts on public services. CEQA Guidelines, Appendix G, XIV Public Services, require the lead agency to consider whether the project will "result in substantial adverse physical impacts associated with the provision of new or physically altered governmental 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."

Response 15.

The comment is noted for the record. The IS/MND evaluated the environmental impacts of the proposed use on a number of public services, including law enforcement, fire department, and schools.

Comment 16.

To comply with the Guidelines' mandate, the MND should at a minimum analyze whether the Project will result in any changes in calls for service for the Project site that would necessitate new or altered government facilities. But the MND does not provide any information regarding calls for service at existing projects of similar size and operational characteristics. While the MND acknowledges there may be an increase in calls for service, the MND includes no information regarding the Project's day-to-day operations, it is not possible to even attempt to analyze any changes to calls for service levels and its impact.

Response 16.

The preparers of the IS/MND participated in meetings with City staff, including representatives of the El Monte Police Department. During these meetings, questions were raised regarding potential concerns related to cannabis operations. This project will not involve any retail sales and will not open to the public. The site will be secured and security will include cameras and restricted access. The major law enforcement problems are related to retail sales operations associated with recreational marijuana, which does not apply to this project.

Comment 17.

For example, the MND concludes that the Project will have less than significant impacts on public services such as fire protection. The MND states how the "two largest threats to fire safety include the concentration of flammable plants in individual grow rooms [and] the use of VOCs [volatile organic compounds] as part of the extraction/oil production process." The MND further admits that there will be an "increase in the demand for ... fire service calls" but then without explanation states that the increase is "less than significant" because fire response costs will be paid by the applicant. This conclusion fails to meaningfully review the threat to fire safety, the data indicating that there will be an increase in demand for fire services, and how such impacts that increase demand for fire service ratios, response times, or performance can be solved by payment of money alone.

Response 17.

The Fire Department has and will continue to review the site and operational plans. Representatives of the fire department have provided a listing of development requirements and regulations that must be implemented. In addition, extensive mitigation has been required to ensure that the impacts are less than significant.

Comment 18.

Similarly, the MND concludes that the Project will have less than significant impacts on public services such as police protection because there will be security plan in place. However, while the MND acknowledges that security plans are necessary to maintain security for a facility that cultivates a federally controlled substance, it does not provide any data on calls for service at existing projects of similar size and operational characteristics. Without such information, it is unclear how any agency can provide an adequate review of the impact to police services, let alone conclude that a security plan to be developed in the future will decrease impacts to police services to a less than significant level.

Response 18.

The City of El Monte Police Department will be responsible for responding to all calls for service as is the case for all land uses and development within the City. As stated in the IS/MND, access will be controlled and enforcement will be strict. Individuals will only be allowed to enter the facility with a permitted escort. Access will be further controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors. Individual employees will be equipped with panic software that could be uploaded onto their phones for use in case of an emergency. Other security features include onsite security, interior and exterior security cameras, motion sensitive outdoor lighting, and blacked-out windows. Most importantly, no retail cannabis or cannabis product retail sales or activities will be permitted within the facility. The Applicant will also be required to prepare a security plan pursuant to local and State regulations.

Comment 19.

Further, all discussion of public services impacts focuses on the El Monte Police Department and other El Monte city services. However, given the Project's location on the border of Temple City, it is reasonable to assume that Temple City services may also be impacted by the project, specifically the Los Angeles County Sheriff's Department as Temple City's contract law enforcement. As such, the MND must acknowledge potential impacts on all public services based on the Project's location and operations, not based only on jurisdictional boundaries.

Response 19.

Please refer to previous response. While it is the case that the City of El Monte maintains joint service agreement with the Los Angeles County Sheriff's Department, no impacts are anticipated on the Los Angeles County Sheriff's Department.

Comment 20.

Despite information that identifies potential impacts, the MND states that "no mitigation is required" and that any impact is offset by adding a payment upon the applicant through a development agreement, which can be amended over time to reduce or even eliminate the payment. Furthermore, these plans must

be enforceable through permit conditions, agreements or other legally binding documents, which are not identified in detail in the mitigation measures. (14 CaL Code Regs. §15126.4.)

Response 20.

The comment is noted. As stated previously, the proposed use will employ extensive security measures that will be designed to lessen or eliminate any potential security related impacts. In addition, the existing building will undergo improvements to ensure that current building, safety, and fire codes are adhered to. As stated previously, the Los Angeles County Sheriff's Department has also submitted a list of regulations and development requirements that must be adhered to.

Comment 21.

Transportation/Traffic. The MND's consideration of impacts to transportation and traffic also does nothing but graze the surface. Temple City Boulevard and Ellis Lane are located within the City of Temple City, and all traffic from the Project will directly impact Temple City's streets and intersections. However, Temple City was not consulted prior to or during the preparation of the traffic impact analysis. Temple City was not given the opportunity to provide any input on the intersections studied or methodologies used. The MND does not contain any data concerning uses related to cannabis cultivation and distribution using commercial vans. The traffic impact analysis relies upon an over-simplified assumption about employee trip generation that does not accurately characterize employee travel behavior, and completely ignores the additional daily trips that will be created by commercial delivery trucks and vans.

Response 21.

The proposed use will not involve any modifications to Ellis Lane or any other streets in the area. The project will utilize the existing driveway connections with Ellis Lane. The IS/MND did consider the proposed traffic impacts for those CEQA issues requiring analysis. The project site is presently occupied by a furniture outlet and telecommunications facility. At the time the IS/MND was prepared, the project site was occupied by the two aforementioned businesses. The project site is presently occupied by Flat Fair, a furniture store and by Turnaround Communication, a telecommunications company.

The proposed use's operational characteristics will result in different trip generation and distribution though the proposed project's traffic generation will be less than the existing uses or typical manufacturing uses. According to the ITE, a manufacturing use will result in up to 274 daily trips with 52 AM peak hour trips and 52 PM peak hour trips. The proposed project will employ a total of 46 persons overall. This translates into between 92 and 184 daily trips from the employees. Two vans will be used for distribution purposes with two deliveries per day for each van. Minimal additional trips will come from vendors and suppliers. As a result, the proposed project's traffic impacts will be less that that compared to the existing uses or typical manufacturing uses with similar floor area.

Comment 22.

As such, the MND's failure to provide any information regarding the day-to-day operations of the Project also renders the conclusion of no significant impacts to traffic and transportation suspect. Instead, the MND cites to the "former use" of a furniture store, which presumably uses large scale trucks (with much less trip and delivery frequency compared to smaller commercial vans) and claims that there will be no impact to the circulation system. This data may be useful to evaluate other manufacturing uses similar to that of a furniture store, but without operational data concerning marijuana cultivation and delivery services, this discussion lacks any meaningful data to conclude that there are no significant impacts and that no mitigation measure is required.

Response 22.

A traffic study that considers large trucks employs a passenger-car equivalent factor that adjusts the number of trips related to larger trucks. In any event, the proposed business will use two delivery vans at peak operation capacity for the distribution of the manufactured products. Unlike the existing use, no large truck traffic generation is anticipated.

Comment 23.

Hazardous Materials. The MND further identifies how the Project use is commonly associated with hazardous materials, including the use of pesticides, nutrients, and corrosive chemicals, some of which are flammable and others which will create dangerous vapors. While the MND claims that the applicant will identify the hazardous materials will be used and comply with legal requirements for handling them as mitigation measures, these plans must be enforceable through permit conditions, agreements or other legally binding documents, which are not identified in detail in the mitigation measures. (14 Cal. Code Regs. §15126.4.) The MND cannot possibly claim to have fully disclosed and addressed the Project's impacts on the environment when it so blatantly defers even naming the hazardous materials to be used in Project operations.

Response 23.

The IS/MND characterizes the materials and the related hazards associated with medicinal cannabis, manufacturing, and cultivation operations. The project must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials. A listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes must be provided. The Applicant will also be required to prepare a Safety and Preparedness Plan that must be reviewed and approved by the LA Co. Fire Department prior to the issuance of the Occupancy Permit.

Comment 24.

Furthermore, the MND identifies how vapor extraction wells are currently required to remove volatile organic contaminants from the groundwater. To address this issue, the MND only states that the applicant must prepare an "interior improvement plan and site plan that maintains the integrity of the existing wells while indicating the location and extent of new wells." However, this "review" fails to discuss the operations that necessitate this need to remove volatile organic contaminants, how interior improvement plans or site plans will mitigate this issue, or why such mitigation was omitted from the mitigation measures. It does not address the need or extent of new wells, deferring this to a site plan to be prepared later, and does not discuss if or how the installation of additional wells is related to the Project or what environmental impacts may result from the additional wells. It also does not address whether the use and storage of solvents on site would affect the current vapor extraction or how the misuse or spills of the solvents could negatively affect the ongoing remediation efforts. Nor does the MND discuss the potential for organic material to be stored on the site and to decompose in a manner affecting the remediation efforts. In short, the MND fails to square the proposed Project operations with the ongoing environmental remediation efforts at all.

Response 24.

The former occupant of the existing building, Miller Dial Corporation, was engaged in the manufacturing of nameplates, panels, product identification, membrane switches, dials, and instruments. The business opened in 1953. The manufacturing processes included photo lab, anodizing, etching, and painting among others. These operations were conducted in an 85,000 square-foot, one story concrete block building. The facility was equipped with degreasers in the metal decoration area, paint storage inside the north end of the building, and a chemical storage area outside to the east of building. A Sump was located southwest of the chemical storage area. In February 1995, several potential source areas, such as, a clarifier, paint room, former vapor degreaser, storage and fotofoil areas were identified. The processes known to use solvents included silk screening, spray coating, roller coating, resist stripping, handwipe cleaning, equipment cleaning, and equipment lubrication. The DTSC required the use of vapor extraction wells to remove the volatile organic compounds (VOCs) from the groundwater. The Applicant has prepared an interior improvement plan and site plan that maintains the integrity of the existing wells while indicating the location and extent of new wells. This equipment is required regardless of the occupant. The chemicals stored on-site in the grow rooms and vaults will be segregated from the vapor extraction wells.

Comment 25.

Waste. *The MND's consideration of solid waste impacts is superficial and lacks meaningful environmental review. The MND does not contain any data concerning solid waste generated by cannabis cultivation and distribution. As such, the MND's failure to provide any information regarding the day-to-day operations of the Project also renders the conclusion of no significant impacts to solid waste in excess of state or local standards, or local capacity, suspect.*

Response 25.

According to the Applicant, the on-site activities would not involve the generation of any organic cannabis-related waste. Any organic residue would be recycled for either compost or reprocessing. The solid waste that would ultimately be generated would be conventional refuse.

Comment 26.

The MND uses data of general manufacturing uses to determine the projected amount of cannabis waste and solvents, but without operational data concerning marijuana cultivation and delivery services, this discussion lacks any meaningful data to conclude that there are no significant impacts and that no mitigation measure is required, especially when the solid waste generated are large amounts of federally controlled substances.

Response 26.

Please refer to previous response.

Comment 27.

Cumulative impacts. The MND fails to address how the City of El Monte is currently processing 8 applications that would allow for cannabis facilities within the immediate area of the proposed Project and how such approvals, including approval of this Project, would interact to create cumulative impacts on the area and the residents living nearby.

Response 27.

The proposed project considered in the IS/MND was the first application that was processed as part of the City's "Northwest Area Medicinal-only Commercial Cannabis" area under the El Monte City Ordinance No. 2924. It is also important to note that any future cannabis use permitted under the City's ordinance will be required to undergo environmental review similar to that which was undertaken for this project.

Comment 28.

"[A] cumulative impact consists of an impact which is created as a result of the combination of the project evaluated in the...[MND] together with other projects causing related impacts." (Guidelines, § 15130(a)(1).) "The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time." (CEQA Guidelines, § 15355(b) (emphasis added).)

Response 28.

The comment is noted for the record. Please refer to previous response.

Comment 29.

Here, it is likely that the Project will have significant cumulative impacts on the environment, particularly because there are a total of 8 projects currently being considered by the City of El Monte for the immediate area of the Project, all of which will have the same type of use, and therefore will generate the same or substantially similar environmental effects. That is, they will have the same or similar traffic impacts, the same or similar public service impacts, the same or similar waste impacts, and the same or similar hazardous materials impacts. But not only are these impacts not properly analyzed for the Project, they are not even mentioned as cumulative impacts of the 8 reasonably foreseeable projects in the immediate area. With no mention of, much less any attempt to analyze and address cumulative impacts, CEQA will be violated if the Project moves forward. (Gentry v. City of Murrieta (1995) 36 Cal. App. 4th 1359.).

Response 30.

The comment is noted for the record. The proposed project considered in the IS/MND was the first application that was processed as part of the City's "Northwest Area Medicinal-only Commercial Cannabis" area under the El Monte City Ordinance No. 2924. It is also important to note that any future cannabis use permitted under the City's ordinance will be required to undergo environmental review similar to that which was undertaken for this project.

Comment 31.

Planning and Land Use Law Violations. The Project includes three separate CUP applications for cannabis cultivation, manufacturing, and distribution. While all these activities are proposed to occur on the same site within one building, they are three distinct uses, each requiring individual analysis. However, the findings of fact as listed in proposed Resolution No. 3527 address the Project as a whole and do not enumerate findings for each of the uses to be authorized by the three CUPs. The different uses each have different operational aspects and impacts that must be acknowledged in the findings of fact. More significantly, the findings of fact fail to demonstrate how the Project will not be detrimental to adjacent and nearby residential properties in the City of Temple City. While acknowledging the residential uses to the west, the findings rely upon blanket statements about compliance with conditions of approval, mitigation measures, and regulatory requirements to argue that the project will not be detrimental to neighboring residences. The only specific item mentioned is that the Project will provide buffering to the adjacent residential properties through large setbacks and landscaping. However, this visual buffering fails to address the primary areas of concern that could lead to detrimental impacts, including air quality, traffic, and hazardous materials. Further, as noted throughout this letter, the identified mitigation measures are incomplete or inadequate to mitigate the potential environmental impacts, so relying on such mitigation measures in the findings of fact makes the findings themselves suspect.

Response 31.

The IS/MND indicates the proposed project will require the following discretionary approvals related to a CUP:

1. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18 for medicinal cannabis cultivation;

2. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 08-18 for medicinal cannabis manufacturing; and,

3. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 09-18 for medicinal cannabis distribution.

The aforementioned CUPs are a component of the larger project. In other words, the project will be involved with the cultivation, manufacturing, and distribution of medical cannabis. All three activities require a separate CUP. However, the collective requirements are considered to be a single project since all three CUPs will be required in this particular instance.

Comment 32.

The findings of fact also rely upon compliance with the proposed conditions of approval. However, this too is problematic given the flexibility of some conditions. For example, one of the primary ways in which the Project may be detrimental to adjacent residences is by emanating offensive odors. While the MND and staff report talk extensively about odor control, and one of the mitigation measures relates to odor control, condition of approval 53 only requires installation of a ventilation and filtration system that prevents odors from exiting the structure "to the greatest extent feasible." The language of the condition would allow excessive equipment costs to deem effective odor control infeasible, which eliminates any guarantee that the Project will not create offensive odors that would adversely impact neighboring residential properties, and negates any finding of fact that affirmatively claims the project will not be detrimental to neighboring residential properties.

Response 32.

The project Applicant will employ new technologies that will be beneficial to the odor control plan as time progresses including the following:

1. Carbon Filters. Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter use pellets of charcoal to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.

2. Air Filters. Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.

3. Negative Ion Generators. The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.

4. Air-tight Seals. The proposed facility will utilize air-tight seals throughout the facility. Predominately used in the exhaust system, these air tight seals will be used in order to keep the exhaust system efficient and effective.

5. Negative Air Pressure. The Applicant will make use of negative air pressure in order to retain odor for treatment. This will help to serve as a safeguard of odor escaping into the ambient air until it can be treated using the techniques above. GSC Holding Group, LLC. will seal the facility, except for the intake and exhaust, which creates suction when exhaust fans are turned off. The proper use of both negative air and negative ion generators will efficiently expunge odor before leaving the facilities.

6. Staff Training. The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The project Applicant will be required to prepare an Odor Management Plan pursuant to Los Angeles County Department of Public Health construction guidelines. In addition, the entire cultivation process will occur in separate rooms. Airlock rooms are provided throughout the facility. These rooms provide additional odor suppression.

Comment 33.

In addition, and as noted throughout this letter, the location of up to 8 of this type of facility within the immediate area allows the "greatest extent feasible" language to render the condition completely illusory. If and when all 8 facilities claim excessive cost as a reason to avoid mitigation, offensive odors will fill the area.

Response 33.

The proposed project considered in the IS/MND was the first application that was processed as part of the City's "Northwest Area Medicinal-only Commercial Cannabis" area under the El Monte City Ordinance No. 2924. It is also important to note that any future cannabis use permitted under the City's ordinance will be required to undergo environmental review similar to that which was undertaken for this project.

Comment 34.

Conclusion. The MND is replete with conclusions but completely lacking in facts to support them. In the absence of facts, the lead agency may not summarily conclude that the Project will have no significant environmental impacts. (Sierra Club v. State Bd. of Forestry (1994) 7 Cal. 4th 1215.).

Response 34.

The comment is noted for the record. The Lead Agency does not concur with the comment.

Comment 35.

For this reason, we reiterate that the City of El Monte must address the concerns as stated concerning the MND and CUPs. At the very least, the Project must be halted at this time to undergo substantial revisions to the MDN and the CUPs; in reality the Project should be subjected to full environmental review via an EIR and to additional public outreach about its impacts and the cumulative impacts of at least 8 projects to be located in the immediate area.

Response 35.

The comment is noted for the record. The proposed project considered in the IS/MND was the first application that was processed as part of the City's "Northwest Area Medicinal-only Commercial Cannabis" area under the El Monte City Ordinance No. 2924. It is also important to note that any future cannabis use permitted under the City's ordinance will be required to undergo environmental review similar to that which was undertaken for this project.

Comment 36.

Similarly, the findings for the CUPs lack specificity and instead are comprised of blanket statements attempting to justify three separate activities but failing to justify any of them. The conditions of approval for the CUPs are similarly faulty, as they fail to include either the specificity or the strict controls necessary to allow the Project to peacefully coexist with the residential neighbors in Temple City or with Temple City in general.

Response 36.

This comment is noted for the record. The IS/MND indicates the proposed project will require the following discretionary approvals related to a CUP:

1. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 07-18 for medicinal cannabis cultivation;
2. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 08-18 for medicinal cannabis manufacturing; and,
3. Medicinal Cannabis Conditional Use Permit (MCCUP) No. 09-18 for medicinal cannabis distribution.

The aforementioned CUPs are a component of the larger project. In other words, the project will be involved with the cultivation, manufacturing, and distribution of medical cannabis. All three activities require a separate CUP. However, the collective requirements are considered to be a single project since all three CUPs will be required in this particular instance.

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November 26, 2018

VIA EMAIL TO BDONAVANIK@ELMONTECA.GOV AND FIRST CLASS MAIL

Director Betty Donavanik
Economic Development Department
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Re: Initial Study and Mitigated Negative Declaration prepared for GSC Holding Group, LL Project for a 71,658 Square Foot Cannabis Cultivation Facility at 4400 Temple City Boulevard

Director Donavanik:

We submit this letter on behalf of the City of Temple City (City) in connection with the GSC Holding Group, LLC's applications (Development Agreement No. 02-18, Conditional Use Permit (CUP) No. 07-18, CUP No. 08-18, and CUP No. 09-18) for a project involving a 71,658 Square Foot cannabis cultivation facility at 4400 Temple City Boulevard (Project).

The mitigated negative declaration (MND) for the Project raises significant and substantial concerns to both the City and City residents as do the three proposed CUPs. These concerns, as explained in detail below, include failure to adequately study the environmental impacts of this Project that result in conclusions unsupported by the information provided in the MND, failure to consider the cumulative effects of this Project as one of 8 similar applications for marijuana cultivation facilities in the immediate vicinity of the Project, and issues concerning the CUP findings of fact and conditions of approval.

I. The Project

The Project involves retrofitting an existing 71,658 square foot industrial building to allow for the conducting of commercial cannabis cultivation, manufacturing, and distribution operations on a 4.4 acre site in the City of El Monte's M-2 General Manufacturing zone. The Project will be located at 4400 Temple City Boulevard with frontage along the east side of Ellis Lane/Temple City Boulevard.

Residential development occupies frontage along the west side of Ellis Lane, opposite the project site, and City residents, including families with small children, live, work, shop and attend school in the immediate neighborhood of the Project site.

The Project will employ up to 46 people to conduct operations that involve growing marijuana (also known as cannabis) using water and grow-related lighting, drying and processing cannabis for distribution, and extracting oil from cannabis using volatile solvents that when present in the air in sufficient quantities will ignite or explode, and that will pollute the groundwater on a site that is already subject to remediation requirements.

II. CEQA Violations

CEQA was adopted with two purposes in mind: to ensure environmental protection by requiring full disclosure of a project's significant impacts on the environment; and to encourage transparency in government. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553.) CEQA requires that a project's significant environmental impacts must be disclosed to both the public and the decision makers before a project is approved, so that the decision is well-informed and so that public can hold the decision-makers accountable. (*Laurel Heights Improvement Ass'n of San Francisco v. Regents of the University of California* (1988) 47 Cal.3d 376, 392.)

A city has a duty to investigate the potential environmental impacts of a project. A court may consider an agency's failure to gather relevant data in determining whether there is a "fair argument" that a project's environmental impacts may be significant. (*See generally Sundstrom v. County of Mendocino* (1988) 202 Cal. App. 3d 296, 311 (holding that absence of evidence in record can itself support "fair argument" of significant impacts).)

If an Initial Study identifies potentially significant impacts, revisions may be made to the Project to "clearly reduce impacts to a level of insignificance" through an MND and there cannot be substantial evidence in the record that the project as revised would have a significant effect on the environment. (Public Resources Code §21080(c)(2); 14 Cal. Code Regs. §15070(b).) The changes and conditions must be agreed upon by the applicant before the MND can be released for public review. (14 Cal. Code Regs. §15070(b)(1).)

Here, approving this Project based on the existing environmental "review" would violate the California Environmental Quality Act (CEQA). The environmental "review" and "analysis" performed in the Initial Study and MND for the Project are cursory, superficial and wholly inadequate, especially with respect to gathering the relevant data

concerning the Project's environmental impacts. The current MND does not fulfill these purposes and does not satisfy CEQA's requirements.

A. **The Project description is insufficient**

"An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR." (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanis*laus (1994) 27 Cal. App. 4th 713, 730, quoting *County of Inyo v. City of Los Angeles* (1977) 71 Cal. App. 3d 185, 193.) An "accurate project description is necessary for an intelligent evaluation of the potential environmental effects of a proposed activity." (*Id.* (citation omitted).) Thus, an inaccurate or incomplete project description renders the analysis of significant environmental impacts inherently unreliable. Here, the Project description does not satisfy CEQA's requirements.

The Project description is insufficient because it lacks basic information about the Project operations. For example, the MND discusses how the Project involves commercial medicinal cannabis cultivation, and manufacturing using hazardous substances, and distribution operations, but does not provide any Project-specific information, or even information from comparable operations, that will provide information concerning the amount of organic waste generated by the cultivation, how cannabis by-products will be disposed and in what quantities, the types of pesticides or hazardous substances commonly used (and their proper handling), the risks of mishandling solvents and the potential impacts of such mishandling, or the types of anticipated deliveries from the site and the traffic impacts of those deliveries. Without proper description of the Project and its operations, it is difficult to provide any meaningful review of the Project's impacts.

B. **The MND does not adequately analyze the Project and its impacts on the environment**

The CEQA violations do not end with the inadequate Project description. The MND itself is flawed because it does not analyze the Project and its impacts on the environment. A lead agency prepares an initial study to determine whether a negative declaration, a mitigated negative declaration or full environmental impact report is the appropriate environmental review document. (14 CCR §15365 (CEQA Guidelines).) The initial study must consider "all phases of project planning, implementation and operation. ..." (CEQA Guidelines §15063(b)(1).) The initial study must analyze whether any aspect of a project, either individually or cumulatively, may cause a significant adverse impact to the environment. (CEQA Guidelines §15063(b)(1).)

The initial study must include enough information to allow the lead agency to determine the environmental review document appropriate. (*Center for Sierra Nevada Conservatives v. County of El Dorado* (2012) 202 Cal. App. 4th 1156 (citations omitted).) The record must provide evidence to support conclusions reached in an initial study. (*Lighthouse Field Beach Rescue v. City of Santa Cruz* (2005) 131 Cal. App. 4th 1591.) When, as here, a lead agency "fails to gather information and undertake an adequate environmental analysis in its initial study, a negative declaration is inappropriate." (*El Dorado County Taxpayors for Quality Growth v. County of El Dorado* (2004) 122 Cal. App. 4th 1591, 1597.) Failure to adequately analyze all of a project's potentially significant impacts or provide evidence to support conclusions reached in the initial study is a failure to comply with CEQA.

When a project may have a significant impact on the environment, an EIR, not an MND, must be prepared. CEQA requires that an EIR must be prepared "whenever it can be fairly argued on the basis of substantial evidence that the project may have significant environmental impact." (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75.) Substantial evidence "means enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (CEQA Guidelines section 15384(a).) The fair argument standard is a low threshold test for requiring preparation of an EIR. (*Id.* at 84.) The preference is to resolve any doubts "in favor of environmental review." (*Architectural Heritage Assn. v. County of Monterey* (2004) 122 Cal. App. 4th 1095, 1110.)

Here, there are multiple instances where the MND fails to disclose, analyze and mitigate significant impacts concerning public services, traffic/transportation, hazardous materials, and solid waste. Moreover, the MND includes no mention whatsoever of the Project's significant cumulative impacts, particularly with respect the multiple marijuana uses currently being processed by the City of El Monte for location in the vicinity of the Project. Because this Project may have a significant impact on the environment, an EIR must be prepared.

1. Public Services

The MND's deficiencies continue with respect to the consideration of impacts on public services. CEQA Guidelines, Appendix G, XIV Public Services, require the lead agency to consider whether the project will "result in substantial adverse physical impacts associated with the provision of new or physically altered governmental 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."

To comply with the Guidelines' mandate, the MND should at a minimum analyze whether the Project will result in any changes in calls for service for the Project site that would necessitate new or altered government facilities. But the MND does not provide any information regarding calls for service at existing projects of similar size and operational characteristics. While the MND acknowledges there may be an increase in calls for service, the MND includes no information regarding the Project's day-to-day operations, it is not possible to even attempt to analyze any changes to calls for service levels and its impact.

For example, the MND concludes that the Project will have less than significant impacts on public services such as fire protection. The MND states how the "two largest threats to fire safety include the concentration of flammable plants in individual grow rooms [and] the use of VOCs [volatile organic compounds] as part of the extraction/oil production process." The MND further admits that there will be an "increase in the demand for ... fire service calls" but then without explanation states that the increase is "less than significant" because fire response costs will be paid by the applicant. This conclusion fails to meaningfully review the threat to fire safety, the data indicating that there will be an increase in demand for fire services, and how such impacts that increase demand for fire service ratios, response times, or performance can be solved by payment of money alone.

Similarly, the MND concludes that the Project will have less than significant impacts on public services such as police protection because there will be security plan in place. However, while the MND acknowledges that security plans are necessary to maintain security for a facility that cultivates a federally controlled substance, it does not provide any data on calls for service at existing projects of similar size and operational characteristics. Without such information, it is unclear how any agency can provide an adequate review of the impact to police services, let alone conclude that a security plan to be developed in the future will decrease impacts to police services to a less than significant level.

Further, all discussion of public services impacts focuses on the El Monte Police Department and other El Monte city services. However, given the Project's location on the border of Temple City, it is reasonable to assume that Temple City services may also be impacted by the project, specifically the Los Angeles County Sheriff's Department as Temple City's contract law enforcement. As such, the MND must

acknowledge potential impacts on all public services based on the Project's location and operations, not based only on jurisdictional boundaries.

Despite information that identifies potential impacts, the MND states that "no mitigation is required" and that any impact is offset by adding a payment upon the applicant through a development agreement, which can be amended over time to reduce or even eliminate the payment. Furthermore, these plans must be enforceable through permit conditions, agreements or other legally binding documents, which are not identified in detail in the mitigation measures. (14 Cal. Code Regs. §15126.4.)

2. **Transportation/Traffic**

The MND's consideration of impacts to transportation and traffic also does nothing but graze the surface. Temple City Boulevard and Ellis Lane are located within the City of Temple City, and all traffic from the Project will directly impact Temple City's streets and intersections. However, Temple City was not consulted prior to or during the preparation of the traffic impact analysis. Temple City was not given the opportunity to provide any input on the intersections studied or methodologies used. The MND does not contain any data concerning uses related to cannabis cultivation and distribution using commercial vans. The traffic impact analysis relies upon an over-simplified assumption about employee trip generation that does not accurately characterize employee travel behavior, and completely ignores the additional daily trips that will be created by commercial delivery trucks and vans.

As such, the MND's failure to provide any information regarding the day-to-day operations of the Project also renders the conclusion of no significant impacts to traffic and transportation suspect. Instead, the MND cites to the "former use" of a furniture store, which presumably uses large scale trucks (with much less trip and delivery frequency compared to smaller commercial vans) and claims that there will be no impact to the circulation system. This data may be useful to evaluate other manufacturing uses similar to that of a furniture store, but without operational data concerning marijuana cultivation and delivery services, this discussion lacks any meaningful data to conclude that there are no significant impacts and that no mitigation measure is required.

3. **Hazardous Materials**

The MND further identifies how the Project use is commonly associated with hazardous materials, including the use of pesticides, nutrients, and corrosive chemicals, some of which are flammable and others which will create dangerous vapors. While the MND claims that the applicant will identify the hazardous materials will be used and

comply with legal requirements for handling them as mitigation measures, these plans must be enforceable through permit conditions, agreements or other legally binding documents, which are not identified in detail in the mitigation measures. (14 Cal. Code Regs. §15126.4.) The MND cannot possibly claim to have fully disclosed and addressed the Project's impacts on the environment when it so blatantly defers even naming the hazardous materials to be used in Project operations.

Furthermore, the MND identifies how vapor extraction wells are currently required to remove volatile organic contaminants from the groundwater. To address this issue, the MND only states that the applicant must prepare an "interior improvement plan and site plan that maintains the integrity of the existing wells while indicating the location and extent of new wells." However, this "review" fails to discuss the operations that necessitate this need to remove volatile organic contaminants, how interior improvement plans or site plans will mitigate this issue, or why such mitigation was omitted from the mitigation measures. It does not address the need or extent of new wells, deferring this to a site plan to be prepared later, and does not discuss if or how the installation of additional wells is related to the Project or what environmental impacts may result from the additional wells. It also does not address whether the use and storage of solvents on site would affect the current vapor extraction or how the misuse or spills of the solvents could negatively affect the ongoing remediation efforts. Nor does the MND discuss the potential for organic material to be stored on the site and to decompose in a manner affecting the remediation efforts. In short, the MND fails to square the proposed Project operations with the ongoing environmental remediation efforts at all.

4. **Waste**

The MND's consideration of solid waste impacts is superficial and lacks meaningful environmental review. The MND does not contain any data concerning solid waste generated by cannabis cultivation and distribution. As such, the MND's failure to provide any information regarding the day-to-day operations of the Project also renders the conclusion of no significant impacts to solid waste in excess of state or local standards, or local capacity, suspect.

The MND uses data of general manufacturing uses to determine the projected amount of cannabis waste and solvents, but without operational data concerning marijuana cultivation and delivery services, this discussion lacks any meaningful data to conclude that there are no significant impacts and that no mitigation measure is required, especially when the solid waste generated are large amounts of federally controlled substances.

5. **Cumulative impacts**

The MND fails to address how the City of El Monte is currently processing 8 applications that would allow for cannabis facilities within the immediate area of the proposed Project and how such approvals, including approval of this Project, would interact to create cumulative impacts on the area and the residents living nearby.

"[A] cumulative impact consists of an impact which is created as a result of the combination of the project evaluated in the . . . [MND] together with other projects causing related impacts." (Guidelines, § 15130(a)(1).) "The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and *reasonably foreseeable probable future projects*. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time." (CEQA Guidelines, § 15355(b) (emphasis added).)

Here, it is likely that the Project will have significant cumulative impacts on the environment, particularly because there are a total of 8 projects currently being considered by the City of El Monte for the immediate area of the Project, all of which will have the same type of use, and therefore will generate the same or substantially similar environmental effects. That is, they will have the same or similar traffic impacts, the same or similar public service impacts, the same or similar waste impacts, and the same or similar hazardous materials impacts. But not only are these impacts not properly analyzed for the Project, they are not even mentioned as cumulative impacts of the 8 reasonably foreseeable projects in the immediate area. With no mention of, much less any attempt to analyze and address cumulative impacts, CEQA will be violated if the Project moves forward. (*Gentry v. City of Murrieta* (1995) 36 Cal. App. 4th 1359.)

III. Planning and Land Use Law Violations

The Project includes three separate CUP applications for cannabis cultivation, manufacturing, and distribution. While all these activities are proposed to occur on the same site within one building, they are three distinct uses, each requiring individual analysis. However, the findings of fact as listed in proposed Resolution No. 3527 address the Project as a whole and do not enumerate findings for each of the uses to be authorized by the three CUPs. The different uses each have different operational aspects and impacts that must be acknowledged in the findings of fact. More significantly, the findings of fact fail to demonstrate how the Project will not be detrimental to adjacent and nearby residential properties in the City of Temple City. While acknowledging the residential uses to the west, the findings rely upon blanket statements about compliance with conditions of approval, mitigation measures, and

regulatory requirements to argue that the project will not be detrimental to neighboring residences. The only specific item mentioned is that the Project will provide buffering to the adjacent residential properties through large setbacks and landscaping. However, this visual buffering fails to address the primary areas of concern that could lead to detrimental impacts, including air quality, traffic, and hazardous materials. Further, as noted throughout this letter, the identified mitigation measures are incomplete or inadequate to mitigate the potential environmental impacts, so relying on such mitigation measures in the findings of fact makes the findings themselves suspect.

The findings of fact also rely upon compliance with the proposed conditions of approval. However, this too is problematic given the flexibility of some conditions. For example, one of the primary ways in which the Project may be detrimental to adjacent residences is by emanating offensive odors. While the MND and staff report talk extensively about odor control, and one of the mitigation measures relates to odor control, condition of approval 53 only requires installation of a ventilation and filtration system that prevents odors from exiting the structure "to the greatest extent feasible." The language of the condition would allow excessive equipment costs to deem effective odor control infeasible, which eliminates any guarantee that the Project will not create offensive odors that would adversely impact neighboring residential properties, and negates any finding of fact that affirmatively claims the project will not be detrimental to neighboring residential properties.

In addition, and as noted throughout this letter, the location of up to 8 of this type of facility within the immediate area allows the "greatest extent feasible" language to render the condition completely illusory. If and when all 8 facilities claim excessive cost as a reason to avoid mitigation, offensive odors will fill the area.

IV. Conclusion

The MND is replete with conclusions but completely lacking in facts to support them. In the absence of facts, the lead agency may not summarily conclude that the Project will have no significant environmental impacts. (*Sierra Club v. State Bd. of Forestry* (1994) 7 Cal. 4th 1215.)

For this reason, we reiterate that the City of El Monte must address the concerns as stated concerning the MND and CUPs. At the very least, the Project must be halted at this time to undergo substantial revisions to the MDN and the CUPs; in reality the Project should be subjected to full environmental review via an EIR and to additional public outreach about its impacts and the cumulative impacts of at least 8 projects to be located in the immediate area.

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Initial Study and Mitigated Negative Declaration
4400 Temple City Boulevard
Page 10

Similarly, the findings for the CUPs lack specificity and instead are comprised of blanket statements attempting to justify three separate activities but failing to justify any of them. The conditions of approval for the CUPs are similarly faulty, as they fail to include either the specificity or the strict controls necessary to allow the Project to peacefully coexist with the residential neighbors in Temple City or with Temple City in general.

Sincerely,

Burke, Williams & Sorensen, LLP

Gregory M. Murphy

cc: Eric S. Vail, City Attorney
Bryan Cook, City Manager

LA #4824-8630-8736 v2
11/26/18

This section details the email received from Mr. James Flournoy, Save our Community, on November 27, 2018, and the Lead Agency's responses to this email.

Email 1.

I question a mitigated negative declaration. The existing building may not be seismically safe could you under CPRA provide a copy of the report required by the Seismic Hazards Mapping act AND the required lead agencies independent peer review of that report. Also the "Near Fault" seismic calculations for the Whittier and Puente Hills Thrust faults and the long duration results from the Southern San Andreas as found in the USGS Shakeout Scenario and later. And the resumes of the preparers and the reviewers.

Response 1.

The comment is noted for the record. The existing building will be required to undergo a number of interior improvements that must be in accordance with the applicable and most recent 2016 building code requirements. The document has been circulated to numerous public agencies for review and comment. The proposed project is not located within a seismic hazard risk area or a fault rupture zone. The level of risk for the project site will be no greater than that of the remainder of the City. According to the California Geological Survey, the aforementioned faults will not represent a unique risk to the project site.

From: James Flournoy [mailto:saveourcommunitysgv@gmail.com]
Sent: Tuesday, November 27, 2018 7:21 AM
To: Betty Donavanik
Subject: Mitigated negative declaration

Save Our Community
unincorporated public benefit association
via e-mail

I question a mitigated negative declaration
The existing building may not be seismically safe
could you under CPRA provide a copy of the report required by the Seismic Hazards Mapping act
AND the required lead agencies independent peer review of that report
Also the "Near Fault" seismic calculations for the Whittier and Puente Hills Thrust faults and the long duration results from the Southern San Andreas as found in the USGS Shakeout Scenario and later
And the resumes of the preparers and the reviewers
Thanks
Jim Flournoy
Secretary

for clarification code cites below

"Guidelines for Reviewing Geologic Reports" adopted by the State Mining and Geology Board for advisory purposes in 1996. (revised , now CGS Note 41)

www.conservation.ca.gov/cgs/Pages/Note_41.aspx

see also CGS SP 117A

and the LA CODPW getoechnical report guidelines which area a standard of practice in Southern California

all need to be updated to the latest CBC and ASCE-7 2016

This section details the email received from Ms. Michele on December 5, 2018, and the Lead Agency's responses to this email.

Email 1.

I am a resident of Temple City, living close to the proposed site. I have extreme concern over this project based on the environmental impact and negative consequences should unexpected incidents happen. I hope El Monte would consider the welfare of not only its residents but its neighbors as well. Please DO NOT proceed with the proposal.

Response 1.

The comment is noted for the record.

-----Original Message-----
From: Michele [mailto:michele.w.lo@gmail.com]
Sent: Wednesday, December 05, 2018 7:34 PM
To: Betty Donavanik
Subject: Objection to the cannabis project on 4400 Temple City Blvd

Hi Betty,

I am a resident of Temple City, living close to the proposed site. I have extreme concern over this project based on the environmental impact and negative consequences should unexpected incidents happen. I hope El Monte would consider the welfare of not only its residents but its neighbors as well. Please DO NOT proceed with the proposal.

Thanks,
--Michele

This section details the email received from Tak Choi on December 5, 2018, and the Lead Agency's responses to this email.

Email 1.

I am a resident of 4123 Daines Dr, Arcadia, CA 91006. I would like to object to the project of Cannabis in El Monte!

Response 1.

The comment is noted for the record.

From: Tak Choi [mailto:ctak07@yahoo.com]
Sent: Wednesday, December 05, 2018 5:22 PM
To: Betty Donavanik
Subject: Refuse the business and objection to the project of Cannabis!

Dear Betty Donavanik,

I am a resident of 4123 Daines Dr, Arcadia, CA 91006. I would like to object to the project of Cannabis in El Monte!

Thanks,
Tak Keung Choi

This section details the email received from Ms. Rosa Ng on December 5, 2018, and the Lead Agency's responses to this email.

Email 1.

Our family refused to have Cannabis business close to our city in San Gabriel. Objection to the projection!!!

Response 1.

The comment is noted for the record.

From: Rosa Ng [mailto:sharoro@gmail.com]
Sent: Wednesday, December 05, 2018 4:05 PM
To: Betty Donavanik
Subject: objection to Cannabis business in El Monte

Dear Betty,
Our family refused to have Cannabis business close to our city in San Gabriel.
Objection to the projection!!!

Rosa

This section details the email received from Ms. Shirley Kung on December 5, 2018, and the Lead Agency's responses to this email.

Email 1.

I am a resident of Temple City, living close to the proposed site. I have extreme concern over this project based on the environmental impact and negative consequences should unexpected incidents happen. I hope El Monte would consider the welfare of not only its residents but its neighbors as well. Please DO NOT proceed with the proposal.

Response 1.

The comment is noted for the record.

From: Shirley Kung [mailto:sxkung9450@gmail.com]
Sent: Wednesday, December 05, 2018 12:54 PM
To: Betty Donavanik
Subject: Objection to the cannibis project on 4400 Temple City Blvd

Hi Betty,
I am a resident of Temple City, living close to the proposed site. I have extreme concern over this project based on the environmental impact and negative consequences should unexpected incidents happen. I hope El Monte would consider the welfare of not only its residents but its neighbors as well. Please DO NOT proceed with the proposal.

Thanks,
Shirley

This section details the email received from Mr. Thomas Beck on December 5, 2018, and the Lead Agency's responses to this email.

Email 1.

I first learned of the proposed commercial cannabis cultivation in El Monte last night during our City Council meeting. I wanted to share my absolute opposition to this as your neighbor. I hope that the El Monte City Council will conclude that the negatives greatly outweigh the sole positive of revenue on this matter.

Response 1.

The comment is noted for the record.

From: Thomas Beck [mailto:beckthomaspatrick@gmail.com]
Sent: Wednesday, December 05, 2018 12:17 PM
To: Betty Donavanik
Cc: Dominic Lazzaretto
Subject: Commercial Cannabis

I first learned of the proposed commercial cannabis cultivation in El Monte last night during our City Council meeting. I wanted to share my absolute opposition to this as your neighbor. I hope that the El Monte City Council will conclude that the negatives greatly outweigh the sole positive of revenue on this matter.
Best wishes.
Tom

This section details an email received from an anonymous person on December 6, 2018, and the Lead Agency's responses to this email.

Email 1.

I strongly object to any proposal / application to be approved by the City of El Monte to permit cannabis cultivation and distribution. The locations of all 11 applications are within close proximity to highly residential areas and schools.

I am extremely concerned about the adverse impact to my family and my children if such a facility is established in the neighborhood. Please be mindful that the neighboring cities are highly residential as well. Building such a facility within the El Monte boundary will endanger the health and safety of our communities and the neighboring cities, including all residents who live or work in that area of El Monte, Temple City, Rosemead and basically any other cities in the neighborhood. There are multiple schools in the close proximity from all the proposed sites and our kids' future is on the line.

Please, by all means, reject all the applications to permit a facility for cultivation and distribution of marijuana or any kind of drug in our neighborhood to save our lives, our children, and our future. Your immediate attention to this matter is greatly appreciated.

Response 1.

The comment is noted for the record. The environmental document prepared for the proposed project analyzed the proposed project's potential health and safety impacts and identified mitigation that would be effective in addressing the potential impact. As stated in the Mitigated Negative Declaration and Initial Study (IS/MND) the project will involve the cultivation, manufacture, and distribution of medical cannabis only. No on-site public sales will occur.

From: samych@yahoo.com [mailto:samych@yahoo.com]
Sent: Thursday, December 06, 2018 12:04 PM
To: Alex Hamilton
Subject: Objection to approve permit for cannabis cultivation and distribution in the city

Dear Mr. Hamilton,

I strongly object to any proposal / application to be approved by the City of El Monte to permit cannabis cultivation and distribution. The locations of all 11 applications are within close proximity to highly residential areas and schools.

I am extremely concerned about the adverse impact to my family and my children if such a facility is established in the neighborhood. Please be mindful that the neighboring cities are highly residential as well. Building such a facility within the El Monte boundary will endanger the health and safety of our communities and the neighboring cities, including all residents who live or work in that area of El Monte, Temple City, Rosemead and basically any other cities in the neighborhood. There are multiple schools in the close proximity from all the proposed sites and our kids' future is on the line.

Please, by all means, reject all the applications to permit a facility for cultivation and distribution of marijuana or any kind of drug in our neighborhood to save our lives, our children, and our future. Your immediate attention to this matter is greatly appreciated.

Thanks.

This section details the email received from Ms. Lucy Liou on December 6, 2018, and the Lead Agency's responses to this email.

Email 1.

Good morning. I am writing to you to inquire about the CO2 that is involved in the growing and extracting of the medicinal cannabis for the proposed project at 4400 Temple City Blvd.

According to your staff report: "CO2 is used in the cannabis industry to increase plant growth and to produce concentrates. In addition to the liquid gas form, solid carbon dioxide or dry ice is also proposed for extraction processes." Does this mean CO2 is consumed only, or does it mean CO2 will also be emitted? Whether consumed or emitted, is there an estimate as to how much per month?

Response 1.

The CO2 is used as part of the respiration process in the growing of the cannabis plant. Therefore, the CO2 is consumed as part of the production (plant growth) and is not emitted into the atmosphere.

From: Lucy Liou <lhcliou88@gmail.com>
Sent: Thursday, December 6, 2018 10:09:51 AM
To: Betty Donavanik
Subject: Inquiry on CO2 pertaining to proposed project at 4400 Temple City Blvd

Ms. Donavanik,

Good morning. I am writing to you to inquire about the CO2 that is involved in the growing and extracting of the medicinal cannabis for the proposed project at 4400 Temple City Blvd.

According to your staff report: "CO2 is used in the cannabis industry to increase plant growth and to produce concentrates. In addition to the liquid gas form, solid carbon dioxide or dry ice is also proposed for extraction processes." Does this mean CO2 is consumed only, or does it mean CO2 will also be emitted? Whether consumed or emitted, is there an estimate as to how much per month?

Thank you,
Lucy

This section details the email received from Mr. Ken Hon on December 6, 2018, and the Lead Agency's responses to this email.

Email 1.

I got a notice of public hearing about an existing facility (located at 4400 Temple City Blvd) will be converted into a Cannabis growing facility. I will not be able to attend the hearing but would like to voice my concern.

I am strongly against this proposal. My property (4425 Temple City Blvd) is within a min of walking distance from the facility. And I do not agree with the environmental impact study.

In particular I do not agree with the air pollution and the traffic study. I believe the mitigation plan for air pollution/odor control may be reasonable for someone who lives a couple blocks away. To me, who live really close to facility, the proposed mitigation would not reduce the significant impact to my property. If the proposal were to move forward, the applicant should really purchase my property at market value and compensate for my relocation (moving cost, real estate agent fee, delta in property tax between new and existing properties).

Also, with all these cannabis deliveries that applicant needs to make, I believe the traffic impact will be significant. And the corresponding noise and air pollution impacts is not insignificant.

Again, as the owner of a property near the facility, I am strongly against this proposal. Please consider my concern in making the final decision on this application.

Response 1.

The focus of the above comment is related to the proposed project's potential air pollution and traffic related impacts. As indicated in the IS/MND, the proposed project would not result in any exceedence of key criteria pollutants for which the SCAQMD has established daily emissions thresholds (refer to Table 3-1 and Table 3-2 on pages 42 and 43 in the IS/MND). In terms of odors, the project Applicant will be required to implement the following mitigation techniques to control odors:

- *Carbon Filters.* Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter uses pellets of charcoal to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.

- *Air Filters.* Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.

- *Negative Ion Generators.* The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.

- *Air-tight Seals.* The proposed facility will utilize air-tight seals throughout the facility. Predominately used in the exhaust system, these air tight seals will be used in order to keep the exhaust system efficient and effective.

- *Negative Air Pressure.* The Applicant will make use of negative air pressure in order to retain odor for treatment. This will help to serve as a safeguard of odor escaping into the ambient air until it can be treated using the techniques above. GSC Holding Group, LLC. will seal the facility, except for the intake and exhaust, which creates suction when exhaust fans are turned off. The proper use of both negative air and negative ion generators will efficiently expunge odor before leaving the facilities.

- *Staff Training.* The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The project Applicant will also be required to prepare an Odor Management Plan pursuant to Los Angeles County Department of Public Health construction guidelines. In addition, the entire cultivation process will occur in separate rooms. Airlock rooms are provided throughout the facility. These rooms provide additional odor suppression. The following mitigation measures will be required to control odors and to ensure that the indoor air is safe for the workers:

- The Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.

- Indoor air must be filtered so as to remove VOCs from the indoor air envelope. The filtration equipment must be installed prior to the issuance of an Occupancy Permit.

The above mitigation will reduce the potential impacts to levels that are less than significant. It is also important to note that the generation of odors is considered a nuisance by the SCAQMD, and as such, odors may be subject to enforcement action by the SCAQMD.

From: ken hon [mailto:kenyhon79@gmail.com]
Sent: Friday, December 07, 2018 4:59 PM
To: Betty Donavanik
Subject: comment on application (Development Agreement No. 02-18, Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18 and 09-18)

Hi Betty,

I got a notice of public hearing about an existing facility (located at 4400 Temple City Blvd) will be converted into a Cannabis growing facility. I will not be able to attend the hearing but would like to voice my concern.

I am strongly against this proposal. My property (4425 Temple City Blvd) is within a min of walking distance from the facility. And I do not agree with the environmental impact study.

In particular I do not agree with the air pollution and the traffic study. I believe the mitigation plan for air pollution/odor control may be reasonable for someone who lives a couple blocks away. To me, who live really close to facility, the proposed mitigation would not reduce the significant impact to my property. If the proposal were to move forward, the applicant should really purchase my property at market value and compensate for my relocation (moving cost, real estate agent fee, delta in property tax between new and existing properties).

Also, with all these cannabis deliveries that applicant needs to make, I believe the traffic impact will be significant. And the corresponding noise and air pollution impacts is not insignificant.

Again, as the owner of a property near the facility, I am strongly against this proposal. Please consider my concern in making the final decision on this application.

Thanks
ken hon
4425 temple city blvd
temple city, CA 91780

Response to Comment Letter Dated December 6, 2018
City of Temple City

Comment 1.

We submit this letter on behalf of the City of Temple City (City) as a follow-up to our letter of November 26, 2018. The November 26 letter provided the City's comments and concerns about environmental review and planning issues related to GSC Holding Group, LLC's applications (Development Agreement No. 02-18, Conditional Use Permit (CUP) No. 07-18, CUP No. 08-18, and CUP No. 09-18) for a project involving a 71,658 Square Foot cannabis cultivation facility at 4400 Temple City Boulevard (Project).

Response 1.

The above comment is noted for the record.

Comment 2.

The City is concerned and frustrated that to date El Monte has not substantively responded to the serious comments regarding the adequacy of the Initial Study/Mitigated Negative Declaration ("MND") raised in our November 26 letter. We remain concerned about the Project's numerous potentially significant impacts and write to reiterate that unless and until the following issues are addressed by way of significant revisions to and recirculation of the MND for additional public review and comment, the MND is legally inadequate:

- *Failure to provide an adequate project description that is accurate, stable and finite throughout the MND as required by CEQA;*

- *Failure to adequately analyze the Project and study its potentially significant adverse environmental impacts, including but not limited to impacts related to public services, transportation and traffic, hazardous materials and waste, translates into a significant flaw that infects the MND's key impact significance conclusions. Failure to consider the cumulative effects of this Project together with the at least 8 similar applications for marijuana cultivation facilities in the immediate vicinity of the Project known to the City;*

- *Failure to provide adequate and supported findings of facts necessary for the approval of the CUPs for various uses related to this Project; and*

- *Inadequate mitigations/conditions of approval to address the health, safety, and welfare concerns created by the Project and ensure all of its potentially significant environmental impacts will be avoided or reduced to a level of insignificance.*

Response 2.

The comment indicates a failure to adequately describe the proposed project (a project description that is accurate, stable and finite). The project description indicates the facility's physical and operational characteristics as well as the background leading up to the application. The comment is not specific as to those specific elements that are lacking in the project description.

The issues identified in the aforementioned comment indicates the failure of the IS/MND to identify the potentially significant impacts that is related to public services, transportation and traffic, and hazardous materials and waste. The IS/MND analyzes all of the aforementioned issues and clearly indicates those mitigation measures that will be effective in addressing a potential impact. The above comment lacks specificity making it to difficult to respond.

Comment 3.

The City of El Monte's failure to adequately address these issues in the MND not only unnecessarily increases the likelihood that the MND and its related approvals will be subjected to protracted judicial review, but is bad precedent given the numerous other similar projects proposed throughout El Monte. We reiterate that CEQA was adopted with two purposes in mind: to ensure environmental protection by requiring full disclosure of a project's significant impacts on the environment; and to encourage transparency in government. A failure to fully disclose significant impacts by deferring study of those impacts to a later time where there is no chance for public review or ability to avoid/mitigate impacts is a clear violation of CEQA. Therefore, as a reply to the Responses to Comments, we offer the following specific points, which expound on the November 26 letter and do not in any way limit the City's comments on the deficiencies in the MND:

Response 3.

The comment is noted for the record. The City of El Monte, in its capacity as Lead Agency for the project, determined that the project was subject to CEQA and the most appropriate environmental document was a Mitigated Negative Declaration. The IS/MND analyzed the proposed project on a wide range of issues even though the proposed use would occupy an existing industrial building that was occupied by a retail wholesale use and a telecommunications use that represented a much more intensive use.

Comment 4.

In Responses #3 and 4, it is noted that there will be "Corrosive Chemicals" at the Project site, that a listing of those "must be provided," but also that "the City evaluated the impacts" of the Project on all mandatory CEQA areas. It is impossible to understand how the impacts of corrosive chemicals – admittedly to be present on the Project site during operations – have been evaluated when the City of El Monte still does not know what those chemicals are or any specifics about how they will be used or at the Project site.

Response 4.

The "corrosive chemicals": referred to in the IS/MND refers to certain products that are typically used to promote plant growth. The following elements are considered to be essential for plant growth and include carbon (C), hydrogen (H), and oxygen (O), derived from carbon dioxide (CO_2) and water (H_2O). Nitrogen (N), phosphorus (P), potassium (K), sulphur (S), calcium (Ca), magnesium (Mg), boron (B), chlorine (Cl), copper (Cu), iron (Fe), manganese (Mn), molybdenum (Mo), and zinc (Zn) are normally derived from the soil in the form of inorganic salts. Approximately 95% of fresh plant material is composed of carbon, hydrogen, and oxygen. The other nutrients make up the remaining five or so percentage of nutrients used for plant growth. Some of the fertilizers/nutrients used to promote healthy plant growth may be caustic (corrosive).

Comment 5.

Response #9 utterly fails to address the City's logical point that cannabis cultivation and processing facilities exist in Southern California and may be studied for issues like the impacts of organic waste, byproduct disposal, pesticide use, hazardous substance use, risk of solvent mishandling, and traffic issues, not to mention public safety issues. Numerous jurisdictions throughout California have long permitted such uses/facilities and could and should be surveyed to get facts upon which to base the MND's impact analyses and mitigation measures.

Response 5.

The preparers of the IS/MND as well as City staff reviewed numerous CEQA documents that have been prepared for other jurisdictions throughout the State. Many of these documents did not involve any detailed and thorough analyses, but instead relied on a Categorical Exemption to provide the environmental clearance. The review of more detailed Initial Studies was essentially silent on those impacts identified in the above comment. As a result, independent research was needed to understand the facility's impacts for a number of issues including, but not limited to, water consumption, energy use, waste generation, and security. This information is reflected and the sources are identified in the IS/MND. In addition, the project Applicant is operating an existing facility in Los Angeles, and that operation is referred to in determining potential water consumption and energy use. In these instances, we actually reviewed the utility bills for the existing operation to estimate the project's potential impacts.

Comment 6.

Response #10 finds it "difficult to specifically respond to" the City's contention that the Project is not analyzed by the MND. The City's November 26 letter clearly notes that the MND's lack of analysis of similar existing facilities, its reliance on impermissible deferred mitigation by requiring "studies" or "plans" at some nebulous point in the future, and its lack of cumulative impact studies form the basis for an inadequate MND that does not truly study Project impacts.

Response 6.

The only plans, such as the Odor Management Plans and the security plan, are required as part of the approval process, independent of CEQA. For example, the Odor Management Plan is a requirement pursuant to the Los Angeles County Department of Public Health construction guidelines. The mitigation simply states that the Applicant will be required to prepare an Odor Management Plan that must be approved by the City and Los Angeles County Department of Public Health. The Odor Management Plan must be approved prior to the issuance of an Occupancy Permit.

Comment 7.

Response #14 notes that "at the time the IS/MND was prepared, a single application had been ·submitted to the City" for cannabis cultivation. This is simply not true. While it is possible that preparation of the MND began before the many other applications were submitted, by the time the City of El Monte completed and publicly issued the MND at least 8 other projects were being studied by the City. "Probable future projects" that could join with this Project to produce significant cumulative impacts must be studied3 whether they are known at the time environmental review begins or are discovered during that process. The City of El Monte is well aware that at least 8 cannabis cultivation projects are planned for the area directly adjacent to the City's residential neighborhoods. It is imperative that the first project of this kind start off on the right foot by viewing and analyzing it in the context of all known related projects to insure against a death by a thousand cuts. In other words, CEQA's cumulative impact analysis requires lead agencies to ensure that even if a project has less than significant impacts those impacts, when combined with those of numerous related projects will not be cumulatively considerable.

Response 7.

At the time the IS/MND was prepared, the proposed project was the only application that had been proceeded far enough to undergo CEQA review. The City retained the services of an independent third party consultation to review candidate applications to ascertain their ability to perform pursuant to the City's code requirements. Each application, if it is selected to move forward, will be subject to the City's environmental review process, similar to the proposed project. Because of the City's ordinance, all cannabis facilities will be medicinal cannabis uses that will be involved in the cultivation, manufacturing, and distribution of medicinal cannabis, only. No direct sales to the public are permitted under the City's Ordinance. In addition, all distribution will be made to other facilities (not individuals) that are licensed for the sale of medicinal cannabis to the public.

Comment 8.

Responses #17 and 18 state that the Fire Department will "continue to review" the operation plans and that "a security plan" will be provided to meet public safety concerns. But where the MND fails to discuss either fire or public safety concerns, instead giving them over to a "security plan" that will have no public review, it cannot be said that the public has any chance to review and analyze the public safety impacts of the Project and therefore the entire purpose of CEQA is evaded. This is a classic case of impermissibly

deferred mitigation.

Response 8.

The IS/MND indicated that ongoing review of the project will continue. This review is required as part of the CUP and Development Agreement. The IS/MND indicated that the Los Angeles County Fire Department requires multiple fire safety features including sprinklers, gas detection alarms, ventilation systems, and specific signage. In addition, the entire building will be equipped with new or upgraded sprinklers. Finally, the Department restricts the location of where tanks filled with compressed gas may be located. The Department's periodic review will ensure that these regulations are adhered to.

The El Monte Police Department (EMPD) has also participated in numerous planning meetings, reviewed plans, and conducted a walk-through of the building that will be occupied by the proposed use. As part of this review process, the EMPD is requiring the following design and/or operational elements:

- Access to the proposed project will be controlled and enforcement will be strict.
- Individuals will only be allowed to enter the facility with a permitted escort.
- Access to the site will be controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors.
- Individual employees will also be equipped with panic software that could be uploaded onto their phones for use in case of an emergency.
- Other security features include onsite security, interior and exterior security cameras, motion sensitive outdoor lighting, and blacked-out windows.

Comment 9.

Responses #15 through 20, taken together, fail to show any study of existing cannabis cultivation and processing facilities in California but rather are conclusory and violate CEQA by deferring meaningful study of environmental impacts to later "reports" or "plans" or even to supposed mitigation via fee payments due the City of El Monte under a development agreement. Without a clear and honest assessment of public safety concerns in the MND, the public has had no opportunity to assess the potential impacts of this Project on their community, And while in-lieu fees can be adequate mitigation under CEQA, that is only the case where the lead agency already has an established fee and CIP program so that it can be demonstrated that the imposition of such an in-lieu fee will be effective and enforceable mitigation as required by CEQA.

Response 9.

Please refer to Response 5. Any reference to the Development Agreement is information that was provided. Where an impact was identified, a specific numbered mitigation measure was identified. In other instances, design and/or operational elements that will be effective in mitigating an impact were also identified.

Comment 10.

Response #21 utilizes the ITE manual to determine trip generation for the existing manufacturing uses as is common and appropriate, but then simply estimates trips for the Project's proposed cannabis cultivation and processing use. Rather than study actual operational characteristics of existing cannabis cultivation and processing facilities in Southern California to determine traffic impacts, the MND and this Response simply assume no impact and deprive the public of a chance to meaningfully understand the way the Project will affect the built environment.

Response 10.

The project site is presently occupied by a furniture outlet and a telecommunications business. As stated in the IS/MND, the project as proposed will utilize the existing 71,658 square-foot facility. No additional floor area will be added or removed. Even though the project will not increase the size of the building's footprint, the project's operational characteristics will result in different trip generation and distribution. The ITE rates referenced in the above comment were used to estimate the traffic that would typically be generated by an industrial use. The proposed project will operate seven days a week between the hours of 9:00 AM to 7:00 PM. Delivery hours will occur from 9:00 AM to 7:00 PM, Monday through Friday. The delivery vehicles will consist of two commercial vans that will make two deliveries per day, per van. The proposed use is anticipated to employ up to 46 people. The 46 persons will not be on-site at any single time.

Comment 11.

Response #23 states that a "listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials" will be provided to the City of El Monte. That is patently not sufficient, as the public and the City of El Monte decision-makers deserve and have a legal right to have that information now to comment on (public) and determine the legal adequacy of (El Monte) the MND. The applicant must know what products or classes of products it plans on utilizing at the Project site, and the City of El Monte can study existing cannabis cultivation and processing facilities to determine what materials are used and waste generated. The public has the right to know about these and to know that the City of El Monte is taking their potential environmental impacts seriously. Once again, the MND is illegally deferring mitigation to some future "listing" that need not ever be brought for public review.

Response 11.

The City is requiring the Applicant provide and maintain a list of hazardous chemicals that will be used on-site. The requirement is common to all commercial and manufacturing uses in the County of Los Angeles and the City of El Monte. The IS/MND indicates that cannabis cultivation and, to a lesser degree, the manufacturing process, are often accompanied by the generation of terpenes which are among the most common compounds produced by flowering plants. Cannabis produces over 140 different terpenes and these chemicals are found in varying concentrations in different cannabis varieties. Tetrahydrocannabinol (THC), the cannabinoid primarily responsible for cannabis' psychoactivity, has no odor whatsoever. The type and potency of cannabis odors range widely from variety to variety, as do receptors' opinions regarding whether the odor is pleasant or objectionable.

The natural growth of the cannabis plants, and other processes at cultivation facilities, emit terpenes. Terpenes, known for their strong odor, are volatile organic compounds (VOCs). At facilities such as that being considered, the evaporation of solvents, and other processes in the production cycle also result in VOC emissions. The project Applicant will employ new technologies that will be beneficial to the odor control plan as time progresses including the following:

- *Carbon Filters.* Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter uses pellets of charcoal to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.

- *Air Filters.* Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.

- *Negative Ion Generators.* The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.

- *Air-tight Seals.* The proposed facility will utilize air-tight seals throughout the facility. Predominately used in the exhaust system, these air tight seals will be used in order to keep the exhaust system efficient and effective.

- *Negative Air Pressure.* The Applicant will make use of negative air pressure in order to retain odor for treatment. This will help to serve as a safeguard of odor escaping into the ambient air until it can be treated using the techniques above. GSC Holding Group, LLC. will seal the facility, except for the intake and exhaust, which creates suction when exhaust fans are turned off. The proper use of both negative air and negative ion generators will efficiently expunge odor before leaving the facilities.

- *Staff Training.* The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The IS/MND indicated the potential sources of health-related issues that could occur in the absence of regulation:

- *Mold.* Cannabis production requires increased levels of humidity and this increased humidity in the presence of organic material, promotes the growth of mold. Previous studies of illegal indoor cultivation operations have reported elevated levels of airborne mold spores, especially during activities such as plant removal by law enforcement personnel.

- *Skin Sensitivity.* Skin contact through personal handling of plant material or occupational exposure has been associated with hives, itchy skin, and swollen or puffy eyes.

- *Carbon dioxide (CO_2).* CO_2 is used in the cannabis industry to increase plant growth and to produce concentrates. In addition to the liquid gas form, solid carbon dioxide or dry ice can be used for extraction processes.

- *Carbon monoxide (CO).* CO is a colorless, odorless, toxic gas which interferes with the oxygen-carrying capacity of blood. At elevated concentrations, CO can overcome persons without warning. Sources of carbon monoxide exposure include furnaces, hot water heaters, portable generators/generators in buildings; concrete cutting saws, compressors; forklifts, power trowels, floor buffers, space heaters, welding, and gasoline powered pumps.

- *Indoor Air Quality.* Workers may encounter ozone as a product of the chemical reaction of nitrogen oxides and volatile organic compounds (e.g., terpenes emitted from the cannabis plant) present inside a cultivation facility. Terpenes and nitric oxides are associated with eye, skin, and mucous irritation.

- *Pesticides.* Cannabis cultivation facilities may have insecticides and fungicides used within the facility. Some pesticides, including pyrethrins and neem oil are non-persistent and have low volatility. However, these pesticides have been associated with dermal and respiratory toxicity for the workers who apply them.

- *Nutrients and Corrosive Chemicals.* Cultivation facilities may encounter corrosive chemicals in the mixing of nutrients used for plant growth. Corrosives are materials that can attack and chemically destroy exposed body tissues. Corrosive materials can severely irritate, or in some cases, burn the eyes.

The Applicant will provide a comprehensive listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes. The

manner in which these materials are to be stored, handled, or disposed of must also be described. The aforementioned requirements will ensure that additional information is provided to the fire department. The IS/MND does identify those materials, processes, and/or chemicals that could present a health risk.

Comment 12.

Response #24 simply concludes that chemicals stored on site will be segregated from vapor wells. It does not say what those chemicals will be or how they would interact with the ongoing remediation efforts if they were to not be segregated. No attempt is made to take into account leakage through the floor or even spills of chemicals during transport. The MND and the Response just assume that, without even identifying the relevant chemicals or public or worker health and safety plans, there will never be human errors involved in their handling and so no study of the effects or plans to address them are even needed.

Response 12.

Please refer to Response 11.

Comment 13.

Response #32 discusses "new technologies" mentioned in the MND that will assist in odor control. But these technologies are not (a) studied in any meaningful way or (b) actually required as mitigation to be put in place by the applicant. Instead, their use and effectiveness are simply assumed and no odor study is performed. This is not the public analysis of potential impacts and mitigation that CEQA requires. The "Odor Management Plan" required by the MND and mentioned in this Response follows the lead of Responses #15 through 20 and 23, hiding environmental review from the public by deferring all real discussion and analysis of the issues to some later report that only City of El Monte staff will ever see, and only after the Project has been approved and El Monte's ability to condition it to ensure adequate mitigation has been lost.

Response 13.

The new "technologies" referred to in the above comment include those currently in use or otherwise required by the SCAQMD to control odors. For example, the California Air Resources Board, CalRecycle, and other agencies require these technologies to be used in the control of odors from material recovery facilities. While the technology is relatively new, they are currently in common use. These new technologies that were referred to in the IS/MND are listed below:

- *Carbon Filters.* Also known as carbon scrubbers, carbon filters are historically one of the best methods for odor control. This type of filter uses pellets of charcoal to trap the terpenes. Carbon filters are simple to install, effective, and reliable. Carbon filters will be installed at key locations in the facility and will be monitored and replaced by staff on a regular basis.

- *Air Filters.* Standard air filters, also referred to as air purifiers, are typically made of densely woven fiber screens. These filters trap particles as air circulates through the filter, which can either be a stand-alone unit or incorporated into a ventilation system depending on the exact specifications.

- *Negative Ion Generators.* The machines will use a negative charge to attract positively charged particles in the air. This equipment will be installed in areas that do not interfere with the production activities but instead can proactively treat the air in order to meet regulations.

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- *Staff Training.* The facility's employees will be trained regarding compliance with industry best standards and facility regulations in order to achieve successful odor control. Employees will be trained in the use of odor control methods as well as any new techniques and technologies that may be added in the future.

The project Applicant will also be required to prepare an Odor Management Plan pursuant to the Los Angeles County Department of Public Health construction guidelines. The Odor Management Plan will identify the above odor control elements as well as design measures such as the use of separate cultivation rooms and the use of airlocks individual rooms.

Comment 14.

Despite the specific and well-founded concerns in our November 26 letter and misgivings expressed by more than one member of its body, the City of El Monte Planning Commission voted to recommend that the El Monte City Council adopt the MND and approve the Project applications. We note that growing and vocal members of the public are understandably beginning to demand that more time and effort be taken for real and substantive review of the Project's impacts. Alarmingly, this growing concern and outcry is partially due to the fact that El Monte has failed to provide multilingual notices of or explanations about the Project that has lead to a substantially delayed understanding of what the Project actually will be for many members of the Temple City community.

Response 14.

The comment is noted for the record.

Comment 15.

We reiterate that the Project is subject to invalidation by a court of competent jurisdiction if the City of El Monte does not address the above-referenced issues and perform meaningful study of its environmental effects, including study of the cumulative effects of the 8 or more projects now being processed for siting in the immediate area. We request that the decision on the Project proposed for December 18 be tabled and an adequate environmental analysis be conducted before this matter is heard by the City Council.

Response 15.

The comment is noted for the record.

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December 6, 2018

VIA EMAIL TO BDONAVANIK@ELMONTECA.GOV AND FIRST CLASS MAIL

Director Betty Donavanik
Economic Development Department
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Re: Cannabis Cultivation Facility at 4400 Temple City Boulevard

Director Donavanik:

We submit this letter on behalf of the City of Temple City (City) as a follow-up to our letter of November 26, 2018.[1] The November 26 letter provided the City's comments and concerns about environmental review and planning issues related to GSC Holding Group, LLC's applications (Development Agreement No. 02-18, Conditional Use Permit (CUP) No. 07-18, CUP No. 08-18, and CUP No. 09-18) for a project involving a 71,658 Square Foot cannabis cultivation facility at 4400 Temple City Boulevard (Project).

The City is concerned and frustrated that to date El Monte has not substantively responded to the serious comments regarding the adequacy of the Initial Study/Mitigated Negative Declaration ("MND") raised in our November 26 letter. We remain concerned about the Project's numerous potentially significant impacts and write to reiterate that unless and until the following issues are addressed by way of significant revisions to and recirculation of the MND for additional public review and comment, the MND is legally inadequate:

- Failure to provide an adequate project description that is accurate, stable and finite throughout the MND as required by CEQA;

[1] A copy of the November 26, 2018 letter is attached.

- Failure to adequately analyze the Project and study its potentially significant adverse environmental impacts, including but not limited to impacts related to public services, transportation and traffic, hazardous materials and waste, translates into a significant flaw that infects the MND's key impact significance conclusions. Failure to consider the cumulative effects of this Project together with the at least 8 similar applications for marijuana cultivation facilities in the immediate vicinity of the Project known to the City;

- Failure to provide adequate and supported findings of facts necessary for the approval of the CUPs for various uses related to this Project; and

- Inadequate mitigations/conditions of approval to address the health, safety, and welfare concerns created by the Project and ensure all of its potentially significant environmental impacts will be avoided or reduced to a level of insignificance.

The City of El Monte's failure to adequately address these issues in the MND not only unnecessarily increases the likelihood that the MND and its related approvals will be subjected to protracted judicial review, but is bad precedent given the numerous other similar projects proposed throughout El Monte. We reiterate that CEQA was adopted with two purposes in mind: to ensure environmental protection by requiring full disclosure of a project's significant impacts on the environment; and to encourage transparency in government.[2] A failure to fully disclose significant impacts by deferring study of those impacts to a later time where there is no chance for public review or ability to avoid/mitigate impacts is a clear violation of CEQA. Therefore, as a reply to the Responses to Comments, we offer the following specific points, which expound on the November 26 letter and do not in any way limit the City's comments on the deficiencies in the MND:

1. In Responses #3 and 4, it is noted that there will be "Corrosive Chemicals" at the Project site, that a listing of those "must be provided," but also that "the City evaluated the impacts" of the Project on all mandatory CEQA areas. It is impossible to understand how the impacts of corrosive chemicals – admittedly to be present on the Project site during operations – have been evaluated when the City of El Monte still does not know what

[2] *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553.

those chemicals are or any specifics about how they will be used or at the Project site.

2. Response #9 utterly fails to address the City's logical point that cannabis cultivation and processing facilities exist in Southern California and may be studied for issues like the impacts of organic waste, byproduct disposal, pesticide use, hazardous substance use, risk of solvent mishandling, and traffic issues, not to mention public safety issues. Numerous jurisdictions throughout California have long permitted such uses/facilities and could and should be surveyed to get facts upon which to base the MND's impact analyses and mitigation measures.

3. Response #10 finds it "difficult to specifically respond to" the City's contention that the Project is not analyzed by the MND. The City's November 26 letter clearly notes that the MND's lack of analysis of similar existing facilities, its reliance on impermissible deferred mitigation by requiring "studies" or "plans" at some nebulous point in the future, and its lack of cumulative impact studies form the basis for an inadequate MND that does not truly study Project impacts.

4. Response #14 notes that "at the time the IS/MND was prepared, a single application had been submitted to the City" for cannabis cultivation. This is simply not true. While it is possible that preparation of the MND *began* before the many other applications were submitted, by the time the City of El Monte completed and publicly issued the MND at least 8 other projects were being studied by the City. "Probable future projects" that could join with this Project to produce significant cumulative impacts must be studied[3] whether they are known at the time environmental review begins or are discovered during that process. The City of El Monte is well aware that at least 8 cannabis cultivation projects are planned for the area directly adjacent to the City's residential neighborhoods. It is imperative that the first project of this kind start off on the right foot by viewing and analyzing it in the context of all known related projects to insure against a death by a thousand cuts. In other words, CEQA's cumulative impact analysis requires lead agencies to ensure that even if a project has less

[3] *See* 14 CCR 15130; *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184 (addressing just two similar pending projects located less than two miles apart).

than significant impacts those impacts, when combined with those of numerous related projects will not be cumulatively considerable.

5. Responses #17 and 18 state that the Fire Department will "continue to review" the operation plans and that "a security plan" will be provided to meet public safety concerns. But where the MND fails to discuss either fire or public safety concerns, instead giving them over to a "security plan" that will have no public review, it cannot be said that the public has any chance to review and analyze the public safety impacts of the Project and therefore the entire purpose of CEQA is evaded. This is a classic case of impermissibly deferred mitigation.

6. Responses #15 through 20, taken together, fail to show any study of existing cannabis cultivation and processing facilities in California[4] but rather are conclusory and violate CEQA by deferring meaningful study of environmental impacts to later "reports" or "plans" or even to supposed mitigation via fee payments due the City of El Monte under a development agreement. Without a clear and honest assessment of public safety concerns in the MND, the public has had no opportunity to assess the potential impacts of this Project on their community. And while in-lieu fees can be adequate mitigation under CEQA, that is only the case where the lead agency already has an established fee and CIP program so that it can be demonstrated that the imposition of such an in-lieu fee will be effective and enforceable mitigation as required by CEQA.

7. Response #21 utilizes the ITE manual to determine trip generation for the existing manufacturing uses as is common and appropriate, but then simply estimates trips for the Project's proposed cannabis cultivation and processing use. Rather than study actual operational characteristics of existing cannabis cultivation and processing facilities in Southern California to determine traffic impacts, the MND and this Response simply assume no impact and deprive the public of a chance to meaningfully understand the way the Project will affect the built environment.

8. Response #23 states that a "listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials" will be provided to the City of El Monte. That is

[4] As did the MND sections on which the relevant comments and responses are based.

patently not sufficient, as the public and the City of El Monte decision-makers deserve and have a legal right to have that information now to comment on (public) and determine the legal adequacy of (El Monte) the MND. The applicant must know what products or classes of products it plans on utilizing at the Project site, and the City of El Monte can study existing cannabis cultivation and processing facilities to determine what materials are used and waste generated. The public has the right to know about these and to know that the City of El Monte is taking their potential environmental impacts seriously. Once again, the MND is illegally deferring mitigation to some future "listing" that need not ever be brought for public review.

9. Response #24 simply concludes that chemicals stored on site will be segregated from vapor wells. It does not say what those chemicals will be or how they would interact with the ongoing remediation efforts if they were to *not* be segregated. No attempt is made to take into account leakage through the floor or even spills of chemicals during transport. The MND and the Response just assume that, without even identifying the relevant chemicals or public or worker health and safety plans, there will never be human errors involved in their handling and so no study of the effects or plans to address them are even needed.

10. Response #32 discusses "new technologies" mentioned in the MND that will assist in odor control. But these technologies are not (a) studied in any meaningful way or (b) actually required as mitigation to be put in place by the applicant. Instead, their use and effectiveness are simply assumed and no odor study is performed. This is not the public analysis of potential impacts and mitigation that CEQA requires. The "Odor Management Plan" required by the MND and mentioned in this Response follows the lead of Responses #15 through 20 and 23, hiding environmental review from the public by deferring all real discussion and analysis of the issues to some later report that only City of El Monte staff will ever see, and only after the Project has been approved and El Monte's ability to condition it to ensure adequate mitigation has been lost.

Despite the specific and well-founded concerns in our November 26 letter and misgivings expressed by more than one member of its body, the City of El Monte Planning Commission voted to recommend that the El Monte City Council adopt the MND and approve the Project applications. We note that growing and vocal members

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Cannabis Cultivation Facility at
4400 Temple City Boulevard)
Page 6

of the public are understandably beginning to demand that more time and effort be taken for real and substantive review of the Project's impacts. Alarmingly, this growing concern and outcry is partially due to the fact that El Monte has failed to provide multilingual notices of or explanations about the Project that has lead to a substantially delayed understanding of what the Project actually will be for many members of the Temple City community.

We reiterate that the Project is subject to invalidation by a court of competent jurisdiction if the City of El Monte does not address the above-referenced issues and perform meaningful study of its environmental effects, including study of the cumulative effects of the 8 or more projects now being processed for siting in the immediate area. We request that the decision on the Project proposed for December 18 be tabled and an adequate environmental analysis be conducted before this matter is heard by the City Council.

Sincerely,

Burke, Williams & Sorensen, LLP

Gregory M. Murphy

Enclosure

cc: Eric S. Vail, City Attorney
Bryan Cook, City Manager

LA #4847-0094-9633 v3
12/6/18

MAYOR:
STEVEN LY

MAYOR PRO TEM:
MARGARET CLARK

COUNCIL MEMBERS:
SANDRA ARMENTA
SEAN DANG
POLLY LOW

City of Rosemead

8838 E. VALLEY BOULEVARD P.O BOX 399
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 307-9218

December 12, 2018

Ms. Betty Donavanik
Community & Economic Development Director
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Subject: Mitigated Negative Declaration – El Monte Medicinal Marijuana Park (Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-18)

Dear Ms. Donavanik,

Please accept this letter with attachments as a matter of record for the upcoming City Council hearing on the proposed Medicinal Marijuana Park applications (Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-18). It is the City of Rosemead's ("Rosemead") understanding that El Monte Planning Commission, at its meeting on November 27, 2018, adopted Resolution recommending El Monte City Council approval of the said Mitigated Negative Declaration ("MND"), and that the applications and MND are scheduled for El Monte City Council hearing on December 18, 2018.

As stated in Rosemead's November 21, 2018 comment letter (attached), the said MND failed to adequately study the environmental impacts of the proposed project. Specifically, Section 3.15.2.A (Public Services - Fire), Section 3.15.2.B (Public Services – Police), and Section 3.17 (Transportation & Circulation). Furthermore, El Monte Planning Commission at its meeting on November 27, 2018, failed to fully consider Rosemead comments in adopting its Resolution to the El Monte City Council. This is clear by the fact that the El Monte Planning Commission added a new Condition of Approval requiring that the applicant fully reimburse the City of El Monte all El Monte Public Safety service call impacts related to the proposed operation. The El Monte Planning Commission did not discuss, consider, or acknowledge Rosemead comments of impacts to Rosemead's limited public safety resources. As such, the Planning Commission's recommendation to the El Monte City Council is flawed and the Commission failed to adequately perform its advisory role to the El Monte City Council in adopting its Resolution recommending approval of the MND and applications.

On November 29, 2018, Rosemead received (via email) "Responses to Comments for the Mitigated Negative Declaration & Initial Study" (dated November, 27 2018). Rosemead finds that responses further failed to adequately address the environmental impacts of the proposed project. In fact, the responses regurgitated the originally flawed MND analysis without addressing Rosemead's comments. The responses failed to recognize that public safety (fire and crime) and traffic impacts do not stop at jurisdictional boundary line. No city is an island on its own. As a good neighbor, Rosemead's limited public safety resources (i.e., Los Angeles

County Fire and Los Angeles County Sheriffs) would support and assist emergencies in El Monte when in need. Furthermore, Rosemead's street infrastructure provides El Monte residents and businesses vehicular through access. The MND, however, limited the analysis within the bubble of El Monte jurisdictional boundary and failed to analyze the cumulative environmental impacts of the project. As such, Rosemead reaffirms that the said MND failed to adequately study the environmental impacts of the proposed project.

Additionally, Rosemead has had the opportunity to review Temple City comment letters (attached, dated November, 26, 2018 and December 6, 2018) of the said project and concur with Temple City comments. Rosemead supports Temple City's position that the said MND is inadequate and fails to meet the California Environmental Quality Act ("CEQA") requirements.

Please feel free to contact me at (626) 569-2169 or bkim@cityofrosemead.org if you have any questions. I trust that the El Monte Community Development Department will present this letter with attachments in full to the El Monte City Council and would make full disclosure to the City Council and to the public.

Sincerely,

Ben Kim
Director of Community Development

Attachments: City of Rosemead letter dated November 21, 2018
City of Temple City letter dated November 26, 2018
City of Temple City letter dated December 6, 2018

3907 Rosemead Blvd.
Rosemead, CA 91770
Phone: 626-312-2900
Fax: 626-312-2906

ALEJANDRO RUVALCABA, Superintendent

BOARD OF TRUSTEES
Nancy Armenta
Diane Benitez
Ronald Esquivel
Veronica Peña
John Quintanilla

December 13, 2018

Director Betty Donavanik
Economic Development Department
City of El Monte
11333 Valley Blvd.
El Monte, CA 91731

RE: Opposition to the Consideration of 11 Applications for Commercial Cannabis Cultivation and Distribution Centers within the City of El Monte Boundaries

Director Donavanik,

The Rosemead School District Board of Trustees and District Administrators strongly opposes and objects the City of El Monte approval of 11 applications for Commercial Cannabis Cultivation and Distribution Centers which negatively impact both the residents of the City of Rosemead and the families of the Rosemead School District.

The objections to this project include the following:

1. No Environmental Impact Study was done by El Monte. This is a violation of the California Environmental Quality Act (CEQA) due to chemicals and other substances used in the growing and cultivation of this or any crop in an urban area; the impact on water, air, soil, and other natural resources.

2. Increased traffic due to trucks and vans associated with the operation of a major distribution center on residential streets and within a residential community.

3. The inadequate preparation for disposition and handling of hazardous materials. There is no emergency plan for dealing with spills, leaks, and other dangerous substances.

4. Over 2,500 gallons of water will be consumed daily at the first site alone. Other sites will require more. The business operation will not be an eco-friendly business in the middle of a drought conscious community.

5. Large amounts of cash will be on hand and carried by drivers distributing the product. This raises concerns regarding crime and safety issues. The "cash and carry" nature of the business and FDIC insured banks unwillingness to open accounts creates an unusually susceptible target for crime.

6. The close proximity to schools in the surrounding communities including: Rosemead, San Gabriel, Temple City, and Arcadia.

DRAFT

7. The detrimental impact on attracting new business and retaining existing businesses. Chambers of Commerce and business leaders are working hard to attract hard to attract quality, sustainable business leaders in El Monte and the affected surrounding communities. Many see the development of commercial cannabis operation centered in El Monte as a hindrance to that effort.

8. The negative financial impact on residential and business properties in the area. If given the option very few people would choose to purchase a home across the street or in the same neighborhood as a cannabis cultivation and distribution center.

In conclusion, this project is a departure from statements made on the city website which says that El Monte "encourages quality housing developments through well thought-out architectural designs...promoting affordable homeownership in the city is vital in maintaining our quality of life." "In addition, the appearance of our neighborhoods has greatly improved, partly due to various programs offered by the City, and partly due to the growing pride and awareness of our residents that El Monte is a great place to live, work, and play."

We therefore respectfully request that the Mayor and City Council of El Monte deny the 11 applications for the commercial cannabis cultivation and distribution centers.

Thank you once again for accepting this letter of opposition. Thank you in advance for voting against the 11 applications for the commercial cannabis cultivation and distribution centers.

Sincerely,

Alejandro Ruvalcaba
Superintendent

Jennifer Fang
Interim Superintendent

Nancy Armenta
Trustee

Ronald Esquivel
Trustee

John Quintanilla
Trustee

Veronica Peña
Trustee

Diane Benitez
Trustee

DRAFT

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
Planning • Environmental Analysis • Economics • Mapping • GIS

Date: December 13, 2018

To: Ms. Betty Donavanik, City of El Monte

From: Marc Blodgett, Blodgett Baylosis Environmental Planning

Subject: Response to Rosemead School District Comments

Ms. Donavanik:

The purpose of this memorandum is to provide you with responses to the comments raised in the letter from the Rosemead School District dated December 13, 2018.

Response to Comment 1 (EIR is Required)

The City of El Monte oversaw the preparation of the IS/MND that is the subject of this comment letter. Through this process, the City evaluated the impacts of the proposed use on all of the mandatory CEQA issue areas. Potentially significant impacts were identified for a number of those issues though mitigation was found to be effective in reducing the impacts to levels that were less than significant. To indicate that the City, in its capacity as Lead Agency for the project, failed to disclose the proposed project's significant impacts is not correct.

Response to Comment 2 (Traffic)

The proposed use will not result in any increase in traffic volumes. At the time the IS/MND was prepared, the site was occupied by a furniture outlet and telecommunications facility: Flat Fair, a furniture store and by Turnaround Communication, a telecommunications company. The proposed use's operational characteristics will result in different trip generation and distribution compared to the existing uses or a typical manufacturing use (the site is zoned for manufacturing uses). The proposed use's traffic generation will be less than the existing uses or typical manufacturing uses. According to the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition), a manufacturing use could result in up to 274 daily trips with 52 AM peak hour trips and 52 PM peak hour trips. The proposed project will employ a total of 46 persons overall, which could result between 92 and 184 daily trips from the employees. Two vans will be used for distribution purposes with two deliveries per day for each van. Minimal additional trips will come from vendors and suppliers. As a result, the proposed project's traffic impacts will be less that that compared to the existing uses or typical manufacturing uses with similar floor area.

Response to Comment 3 (Hazardous Material)

The project site is currently occupied by an existing industrial building that will be "repurposed" to accommodate the proposed use. Due to the age of the on-site improvements, construction related activities related to the requisite tenant improvements could reveal lead and/or asbestos-containing materials. The potentially hazardous materials that are often associated with medical cannabis facilities include the following:

2211 S. HACIENDA BOULEVARD, SUITE 107 • HACIENDA HEIGHTS, CALIFORNIA 91745
PHONE 626-336-0033 • CELLULAR 562-556-4542 • E-MAIL Blodgett.marc@gmail.com

mold, skin sensitivity, corrosive chemicals, carbon dioxide (CO_2), carbon monoxide (CO), ozone, volatile organic chemicals, and terpenes. During the construction of the tenant improvements, contractors must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, and other hazardous substances and materials. A listing of those products and/or activities that will require the use of hazardous materials or will result in the generation of hazardous materials and/or wastes must be provided.

Response to Comment 4 (Water Consumption)

As stated in Section 2.4 of the IS/MND, the plants will be watered using a drip system which recycles condensation water from the air conditioning units. The Applicant indicated that similar cannabis activities have an average water consumption of 2,543 gallons per day. The preparers of the IS/MND reviewed the water bills for the existing indoor facility located in the City of Los Angeles.

Response to Comment 5 (Law Enforcement)

The proposed use involves the indoor cultivation, manufacturing, and distribution operations of medicinal cannabis. No retail cannabis or cannabis product retail sales or activities will be permitted. The proposed use will operate within an existing 71,658 square-foot industrial building. The existing building will be remodeled and the utilities will be upgraded to accommodate the proposed use. As stated in the IS/MND, access will be controlled and enforcement will be strict. Individuals will only be allowed to enter the facility with a permitted escort. Access will be further controlled by a manned security station and access to the facility will require the use of key cards to unlock the doors. Individual employees will be equipped with panic software that could be uploaded onto their phones for use in case of an emergency. Other security features include on-site security, interior and exterior security cameras, motion sensitive outdoor lighting, and blacked-out windows. Most importantly, no retail cannabis or cannabis product retail sales or activities will be permitted within the facility. The Applicant will also be required to prepare a security plan pursuant to local and State regulations.

Response to Comment 6 (Proximity to Schools)

There are no schools located in close proximity to the project site. Ordinance No. 2924 prohibits cannabis activities on a premises located within an eight hundred 800 foot radius of a public or private school (kindergarten through grade 12), day care center, or youth center, that is in existence at the time the permit is issued. The closest schools are Gidley Elementary School, 0.53 miles (2,798 feet) to the northeast and Shirpser Elementary School, located one-half mile (2,640 feet) to the southeast of the site, La Rosa Elementary School, 0.59 miles (3,140 feet) to the northwest of the site, and Encinita Elementary School, 0.69 miles (3,644 feet) west of the site. Medicinal and adult-use commercial cannabis retail activities involving the sale of cannabis and/or cannabis products are strictly prohibited in all zones under Ordinance No. 2924 and are not proposed under the proposed Project. The facility will be secured and closed to the public and therefore will not have a negative impact on schools or children. In addition, as part of the Community Relations requirement, the Applicant shall work with the City to develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

Response to Comment 7 (Detrimental Impact on Businesses)

The proposed business will involve the cultivation, manufacture, and distribution of medical cannabis. The public will not be permitted to visit the site and no public business transactions will occur. The site will be fully improved with new landscaping. Finally, the proposed project will not result in any physical environmental changes that would contribute to a decline in property maintenance and/or values.

The City's economic development vision is to bring in diverse businesses that will provide revenues necessary to enhance parks, facilities and provide additional community programming. Within the last year, the City has brought international chain hotels and renowned restaurants and stores. This project is another example of the City's efforts to diversify its revenue sources and business portfolio.

Furthermore, in 2017, the City approved an ordinance to ban retail cannabis sales while allowing highly regulated medicinal cannabis projects. This came after two (2) years of thoroughly researching the ideal regulations that would work in our community, and the process involved community and stakeholder feedback.

The City's action with this project follows business protocol. Further, the City's ordinance has set an unprecedented high standard for obtaining a conditional use permit, which the applicant has met on all levels. Halting this project would be a step backwards when our community is moving forward on a vision of economic development.

Response to Comment 8 (Fiscal Impact on Homes and Businesses)

The comment does not recognize that all of the activities (cultivation, manufacturing, and packaging) will occur inside the building. Access to the property will be strictly controlled with no public access. In addition, the maintenance and appearance of the site will be substantially improved over the existing conditions.

Communities that are home to thriving economic development areas see a rise in property values. El Monte and surrounding communities have also seen a positive trend with the arrival of new businesses. Property values will continue to rise as the City draws prominent businesses; to the extent that the City has also prioritized efforts to stabilize the housing market by developing affordable housing—an effort that is often not supported by neighboring cities.

Furthermore, scientific studies by renowned universities have found that cannabis businesses increase property values. Therefore, statements indicating that there will be a negative financial impact on property values are unfounded.

If you have any questions regarding our work plan, schedule, or budget, please do not hesitate to contact my office (626-336-0033).

Sincerely,

Marc Blodgett

Griselda Contreras

From: Connie Yang <connieyang@sbcglobal.net>
Sent: Thursday, December 06, 2018 11:42 PM
To: CouncilEmailFromWebsite
Subject: Opposing marijuana center to be built in El Monte

Attention to all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks,

Connie

Sent from Yahoo Mail for iPhone

Griselda Contreras

From: danny nan <jerryjiang0001@gmail.com>
Sent: Thursday, December 06, 2018 8:52 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Danny

Griselda Contreras

From: Jessie Hong <hy7610@gmail.com>
Sent: Thursday, December 06, 2018 8:53 PM
To: CouncilEmailFromWebsite
Subject: Oppose the marijuana center in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks !
Jessie

Griselda Contreras

From: Lucks Jee <a188559853@gmail.com>
Sent: Thursday, December 06, 2018 8:53 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Lucks Jee

Sent from my iPhone

Griselda Contreras

From: fiona cao <fionacao7799@gmail.com>
Sent: Thursday, December 06, 2018 8:55 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

To Whom it May Concern,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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So we request all city councils vote no on marijuana center facility.

Thanks
Fiona Cao

Griselda Contreras

From: Charlie Ye <charlieye2015@gmail.com>
Sent: Thursday, December 06, 2018 8:58 PM
To: CouncilEmailFromWebsite

请大家现在抽一分钟时间做这件事，我们除了电话抗议，现在也要采取email抗议轰炸策略，email属于市政府资料，也会有备份，所以大家要重复发，不断发，多种手段结合更有效！！！
市政府email：
citycouncil@elmonteca.gov

复制这段话，改成自己名字：
Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Charlie

Griselda Contreras

From: wu Winnie <winnie200448@hotmail.com>
Sent: Thursday, December 06, 2018 9:00 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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So we request all city councils vote no on marijuana center facility.

Thanks
Winnie Wu
发自我的 iPhone

Griselda Contreras

From: Vanessa <liangbihua1970@gmail.com>
Sent: Thursday, December 06, 2018 9:05 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

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5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner

So we request all city councils vote no on marijuana center facility.

Thanks

Vanessa Liang

Griselda Contreras

From: moonhuang77 <moonhuang77@gmail.com>
Sent: Thursday, December 06, 2018 8:32 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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So we request all city councils vote no on marijuana center facility.

Mandy huang
Sent from my T-Mobile 4G LTE Device

Griselda Contreras

From: YUNHUA JI <lilyjyh@gmail.com>
Sent: Thursday, December 06, 2018 8:31 PM
To: CouncilEmailFromWebsite
Subject: About the marijuana center.

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Lilly Ji

Griselda Contreras

From: Joe <wanglvzhou@gmail.com>
Sent: Thursday, December 06, 2018 8:33 PM
To: CouncilEmailFromWebsite
Subject: Oppose to marijuana center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Joe Wang

Sent from my iPhone

Griselda Contreras

From: stanley.liu8088 <stanley.liu8088@gmail.com>
Sent: Thursday, December 06, 2018 8:34 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Stanley Lau

Griselda Contreras

From: mann chan <manncsk@yahoo.com>
Sent: Thursday, December 06, 2018 8:34 PM
To: CouncilEmailFromWebsite
Subject: marijuana center

Attention to all city councils,
I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :
1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility. Thanks
B.Rgds!
SCK

Griselda Contreras

From: angelahu6688 <angelahu6688@gmail.com>
Sent: Thursday, December 06, 2018 8:34 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Angela Hu

Griselda Contreras

From: Ning <ningzhong2004@yahoo.com>
Sent: Thursday, December 06, 2018 8:34 PM
To: CouncilEmailFromWebsite
Subject: All about you!

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Ning

Sent from my iPhone

Griselda Contreras

From: Lilian Xu <lilian21716@gmail.com>
Sent: Thursday, December 06, 2018 8:35 PM
To: CouncilEmailFromWebsite
Subject: Oppose the marijuana center in El Monte

Dear city councils:

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1. The marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2. The marijuana center will increase crime rates rapidly 3. The marijuana center will pour a lot polutions to this area 4. what we want is safety in our community 5. what we want is the safety of our children 6. what we want is to live in a place with peace and love, not a place full of criminals around the corner Please vote no on marijuana center facility.

Sincerely,

Lilian Xu

Griselda Contreras

From: Ning <ningzhong2004@yahoo.com>
Sent: Thursday, December 06, 2018 8:36 PM
To: CouncilEmailFromWebsite
Subject: All about you! Attention to all city councils

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Ning

Sent from my iPhone

Griselda Contreras

From: Boi ioB <randomnumbers123321@gmail.com>
Sent: Thursday, December 06, 2018 8:38 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.
Alex Wong

Griselda Contreras

From: Mariela Laspesa
Sent: Thursday, December 13, 2018 3:23 PM
To: Griselda Contreras
Subject: FW: NO Marijuana center to be built in El Monte

From: mannchan [mailto:mann@geneticlosangeles.com]
Sent: Tuesday, December 11, 2018 9:58 AM
To: CouncilEmailFromWebsite
Subject: NO Marijuana center to be built in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
MC

Griselda Contreras

From: Mariela Laspesa
Sent: Thursday, December 13, 2018 3:27 PM
To: Griselda Contreras
Subject: FW: GSC Holding Group, LL Project for Cannabis Cultivation Facility at 4400 Temple City Blvd.

From: opalpliu [mailto:opalpliu@yahoo.com]
Sent: Tuesday, December 11, 2018 5:01 PM
To: CouncilEmailFromWebsite
Subject: GSC Holding Group, LL Project for Cannabis Cultivation Facility at 4400 Temple City Blvd.

To All El Monte City Council Members:

The purpose of this email is to express my position on the Medicinal Cannabis Cultivation, Manufacturing, & Distribution Operation Plan located in 4400 Temple city Blvd. in El Monte. **In fact, we all know that majority people obtaining marijuana not for medication purpose but intent of getting high for recreational use.** There are additional 10+ potential sites for weeds which are not limited to manufactures & distributions. Even thought, the locations are all in commercial zoning; however, the manufacture(s) are on the border of a massive residential area and schools of El Monte and Temple City which just feet away, which **should never put into consideration at first place.**

The main point of this plan is to increase city revenue; however, according to the study of all major cities in Colorado (which also legalized marijuana years earlier), the **tax revenues** that city earned from cannabis **will be offset** by the costs covered include administrative and **enforcement costs** for regulators, costs from **cannabis related medical issues** (such as emergency room visits & hospitalizations due to marijuana-related exposure), **auto accidents** caused by impaired drivers, and potential costs related to **homelessness**, and **school dropout** of cannabis users (as listed in #1 & 2 below**).** Costs reported in this study are based off of figures from Colorado State with full marijuana legalization, **potentially making the medical/recreational marijuana system unable to pay for its own regulatory costs.**

In result, the Cannabis manufactures gets all the scared resources (especially in California) and revenues, and the cannabis facilities have no benefit for the cities at all.

Should the city have enough resources/police power to stop the crimes (criminals, gang members, drug dealers), manage the **c**annabis related medical issues, and the accidents caused by the impaired users who just had high. El Monte and the surrounding cities or the San Gabriel Valley will becoming the **Weed/Drug Cities of the California,** and accompany by high crimes and poverty rates because no one is willing to invest here anymore. These are all what city council members and planners need to consider before making any decision, because your decisions not only control the life lines of El Monte, but also the San Gaberiel Valley cities.

In addition, please realized that not only the residence of El Monte, but all the residence in the San Gabriel Valley (Temple City, Rosemead, Arcadia, etc.…), have to **sacrifice** the good quality of lives, health, safety that we have enjoyed only to benefit the Cannabis Manufactures.

Please say **"NO"** on the marijuana center facilities.

I am a resident to Temple City, and just few blocks away from the plan site. The city plan is a shake to all the residents in the surrounding neighborhoods and cities. The following facts will also impacted by the Cannabis business in this area.

Fact Check 1:
Environmental & Health Concern-Pollution:

- Underground Water/Ocean: Hydroponic pollution is also a concern. Indoor cultivation often emplous pesticides and herbicides which contributes to groundwater pollution & drain to the ocean.
- Power: Heavy metal and toxins from lighting materials
- Air: Second hand exposure of marijuana smoke all over surrounding cities.
  - o A 2016 study found that secondhand exposure to marijuana smoke affected as much as secondhand tobacco smoke and the effects is lasting much longer.
  - o Smoking and vaporizing absorbed by human body can be under the influence for up to four hours.
  - o The toxins known to be present in marijuana smoke raise concerns about exposure amount vulnerable populations, such as children and people with asthma.

Fact Check 2:

Safety Concern:

- Increase the rates of violent and property crime (robbery, home invasions, and gangs fighting for the territorial controls…) since these are all cash transactions only.
- More cannabis users & all kinds of drug dealers/users move into El Monte and surrounding cities, and more people will use weed & drugs. **Marijuana use up drastically among teens** since legalized in Colorado & Washington. Weed attracts people, but also spiking the state's homeless rate. Legalized marijuana turns cities into homeless magnet.
- Driving under the influence - impaired control of movements. Weed does impair mental functions such as memory, attention, and performance, which makes driving or operating heavy machinery risky.

Fact Check 3:

Environmental Impact: Scarcity of resources:

- Water: Cannabis is water-intensive. Pot plants use six gallons of water per day per plant over the summer.

- Power: Indoor grow operations use about eight times the amount of energy per square foot as a normal commercial building. The energy required for indoor growing almost always leads to greenhouse gas (GHG) pollution that increases global warming.

The following paragraph is from a Denver residence who experiences of what we, the Californian's, will be facing in the near future. It's heartbroken to reading it.

"I am a 5th generation Colorado native. I am in downtown for a national convention and within 10 minutes of walking to the Convention Center I was so disheartened: I didn't feel safe and it was 2:00 in the afternoon. I passed drunks, disheveled people, smelled weed being smoked in the open. It was disgusting and I thought so this is where the current government is taking us. I use to be so proud of Denver and Colorado; today I was heart sick and embarrassed, knowing I'd be apologizing to colleagues coming from other states that didn't have legalized pot. Mayor Hancock, you need to rethink what you're doing before the Denver that was beautiful and safe is gone."

Again, please vote **"NO"** on the marijuana center facility. We don't want to be another Denver. Thank you for your time and your reconsidering of these projects is greatly appreciated.

Thank You,

Nancy Liu

Griselda Contreras

From: Nita Cheng <chengnita@gmail.com>
Sent: Thursday, December 13, 2018 3:28 PM
To: CouncilEmailFromWebsite
Subject: Oppose Marijuana center

Attention to all city councils

I am a resident in el Monte.

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Ivy Tam

Griselda Contreras

From: Mariela Laspesa
Sent: Thursday, December 13, 2018 3:33 PM
To: Griselda Contreras
Subject: FW: Opposition to marijuana facility!!!

From: Wendy Poon [mailto:old_poon@yahoo.com]
Sent: Wednesday, December 12, 2018 2:04 PM
To: CouncilEmailFromWebsite
Subject: Opposition to marijuana facility!!!

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community.

2, it is proven that marijuana center will increase crime rates rapidly.

3, it is proven that marijuana center will pour a lot polution to this area.

4, what we want is safety in our community.

5, what we want is the safety of our children.

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner.

So we request all city councils vote no on marijuana center facility.

Thanks.

Sent from my iPhone

Griselda Contreras

From: Mariela Laspesa
Sent: Thursday, December 13, 2018 3:34 PM
To: Griselda Contreras
Subject: FW: strongly oppose the marijuana center to be built in El Mont

From: Nita Cheng [mailto:chengnita@gmail.com]
Sent: Wednesday, December 12, 2018 2:22 PM
To: CouncilEmailFromWebsite
Subject: strongly oppose the marijuana center to be built in El Mont

citycouncil@elmonteca.gov

Attention to all city councils

I am a property owner in el Monte.
I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Nita Cheng

Griselda Contreras

From: Mariela Laspesa
Sent: Thursday, December 13, 2018 3:35 PM
To: Griselda Contreras
Subject: FW: Objection to Marijuana Farm in El Monte

From: Jerry Penn [mailto:jpfun222@gmail.com]
Sent: Wednesday, December 12, 2018 5:11 PM
To: CouncilEmailFromWebsite
Subject: Objection to Marijuana Farm in El Monte

I am a local resident and strongly object to such reckless proposals of large scale farming of marijuana in our neighborhood. Who are you, the politicians in the City of El Monte? You suppose to protect the community and the youths attending multiple schools and in the surrounding.

OBJECT, OBJECT, OBJECT for such recklessness of our elected officials!!!!

Jerry P.

Griselda Contreras

From: Joy Deng <joydeng4625@gmail.com>
Sent: Friday, December 07, 2018 8:50 PM
To: CouncilEmailFromWebsite
Subject: Opposition to marijuana center at El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks

Joy Deng

Griselda Contreras

From: Hanpeng Xu <Hanpeng.Xu@loni.usc.edu>
Sent: Friday, December 07, 2018 12:05 PM
To: CouncilEmailFromWebsite
Subject: oppose the marijuana

Attention to all city councils,

I am so surprise to learn that there will be a marijuana center build in our community, with the city councils. I do not know for what kind of excuses that application had been approved. However, for any reason, I do not believe it is a correction decision, and I strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community, toxic to the community.
2, It is proven that marijuana center will increase crime rates rapidly, without any doubts.
3, It is proven that marijuana center will pour a lot pollution to this area, that will surely happen.
4, What we want is safety in our community, that is why I select to live here.
5, What we want is the safety of our children, they are the hope of my life.
6, What we want is to live in a place with peace and love, not a place full of criminals around the corner, do you like that?
So we request all city councils vote NO on marijuana center facility.

Thanks
Hanpeng Xu

MD, PhD
Keck Medical School of USC

Griselda Contreras

From: Blue Sky <pcxhau@yahoo.com>
Sent: Friday, December 07, 2018 9:25 PM
To: CouncilEmailFromWebsite
Subject: No Marijuana in El Monte

Attention to all city councils:

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community.
2, it is proven that marijuana center will increase crime rates rapidly.
3, it is proven that marijuana center will pour a lot polutions to this area.
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner.
So we request all city councils vote no on marijuana center facility.

Thank You!

El Monte Resident,
Paul Hau
12/07/18

Sent from Yahoo Mail for iPhone

Griselda Contreras

From: norama8899@gmail.com
Sent: Friday, December 07, 2018 11:04 PM
To: CouncilEmailFromWebsite
Subject: oppose the marijuana center to be built in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Nora Ma

Griselda Contreras

From: moonhuang77 <moonhuang77@gmail.com>
Sent: Saturday, December 08, 2018 12:02 AM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Mandy huanh

Sent from my T-Mobile 4G LTE Device

Griselda Contreras

From: Xu Jenny <jennyxu67@yahoo.com>
Sent: Saturday, December 08, 2018 9:56 AM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Jenny

Griselda Contreras

From: peggymlaw@gmail.com
Sent: Friday, December 07, 2018 7:36 AM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Peggy Law

Griselda Contreras

From: xi chen <chenxi56782000@yahoo.com>
Sent: Friday, December 07, 2018 7:35 AM
To: CouncilEmailFromWebsite
Subject: marijuana center to be built in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Angela chen

Griselda Contreras

From: fu alice <f-fangf@hotmail.com>
Sent: Friday, December 07, 2018 8:19 AM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hi, Dear all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Alice Fu

Griselda Contreras

From: Realty Sky <realtysky@gmail.com>
Sent: Friday, December 07, 2018 8:26 AM
To: CouncilEmailFromWebsite
Subject: Re: Marijuana Center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner

So we request all city councils vote no on marijuana center facility.

Thanks

Thomas Zhao

Sent from my iPhone

Griselda Contreras

From: Terina Yang <terinayang@yahoo.com>
Sent: Friday, December 07, 2018 8:39 AM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Terina Yang

Sent from Yahoo Mail for iPhone

Griselda Contreras

From: Anna Jiang <yjiang665@gmail.com>
Sent: Friday, December 07, 2018 10:58 AM
To: CouncilEmailFromWebsite
Subject: Strongly Oppose the Marijuana center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Anna Jiang

Sent from my iPhone

Griselda Contreras

From: Grace Yang <alphagy@yahoo.com>
Sent: Thursday, December 06, 2018 10:32 PM
To: CouncilEmailFromWebsite
Subject: Oppose marijuana center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Grace Yang

Sent from my iPhone

Griselda Contreras

From: Julia Zhao <juliazhao2000@yahoo.com>
Sent: Thursday, December 06, 2018 10:20 PM
To: CouncilEmailFromWebsite
Subject: Stop marijuana center in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community.
2, It is proven that marijuana center will increase crime rates rapidly.
3, It is proven that marijuana center will pour a lot polutions to this area.
4, What we want is safety in our community.
5, What we want is the safety of our children.
6, What we want is to live in a place with peace and love, not a place full of criminals around the corner.

So we request all city councils vote no on marijuana center facility.

Regard

Julia Zhao

Sent from my iPhone

Griselda Contreras

From: gyp6632@gmail.com
Sent: Thursday, December 06, 2018 10:48 PM
To: CouncilEmailFromWebsite
Subject: No!

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Helen Gao

请大家现在做这件事👆👆

发自我的 iPhone

Griselda Contreras

From: Yang Ding <dingyangmm@icloud.com>
Sent: Thursday, December 06, 2018 10:56 PM
To: CouncilEmailFromWebsite
Subject: Strongly oppose the marijuana center!

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks,
Chloe Ding

Griselda Contreras

From: hoanguyet.phan@gmail.com
Sent: Thursday, December 06, 2018 11:06 PM
To: CouncilEmailFromWebsite
Subject: Against building marijuana center in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Hoa Phan

Sent from my iPhone

Griselda Contreras

From: Hoa Phan <hphan10@apu.edu>
Sent: Thursday, December 06, 2018 11:11 PM
To: CouncilEmailFromWebsite
Subject: Against building marijuana center at El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Hoa Phan

Griselda Contreras

From: jennifer zhou <jenniferzhou05@gmail.com>
Sent: Thursday, December 06, 2018 11:17 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city council

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Jennifer Zhou

Griselda Contreras

From: Kevin Zheng <kevinzheng888@yahoo.com>
Sent: Thursday, December 06, 2018 11:29 PM
To: CouncilEmailFromWebsite
Subject: No marijuana in El Monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons：

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
4, what we want is safety in our community
5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks

Sent from my iPhone

Kevin Zheng 郑成功
Re/Max Advanced Realty
Vice President
DRE# 01777339
Cell: 626-757-6753
5823 Rosemead Blvd
Temple City,CA 91780
www.kevinzheng888.com

Griselda Contreras

From: Herry Wong <forsocal@gmail.com>
Sent: Friday, December 07, 2018 12:55 AM
To: CouncilEmailFromWebsite
Subject: Strongly oppose the marijuana center to be built in our El Monte, CA.

Dear Sir/Madam in all city councils,

I hereby strongly oppose the marijuana center to be built in our El Monte, CA for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner

So we request all city councils vote no on marijuana center facility.

Thanks
Hwong

Griselda Contreras

From: PATRICK LING <patling@hotmail.com>
Sent: Thursday, December 06, 2018 9:08 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Pat

Griselda Contreras

From: ya4ling@yahoo.com
Sent: Thursday, December 06, 2018 9:06 PM
To: CouncilEmailFromWebsite
Subject: ATTN to all city councils !

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Patrick Ling

Griselda Contreras

From: kelly sy <sykellyl@yahoo.com>
Sent: Thursday, December 06, 2018 9:08 PM
To: CouncilEmailFromWebsite
Subject: Oppose the marijuana center to build in el monte

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Kelly

Sent from my iPhone

Griselda Contreras

From: Patrick Ling <p626@outlook.com>
Sent: Thursday, December 06, 2018 9:09 PM
To: CouncilEmailFromWebsite
Subject: ATTN to all city councils !

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks

Griselda Contreras

From: Deals Plus <dealsplus8@gmail.com>
Sent: Thursday, December 06, 2018 9:10 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Dealsplus

Griselda Contreras

From: buyaii@yahoo.com
Sent: Thursday, December 06, 2018 9:11 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Bu yaii

Griselda Contreras

From: yanli li <yl-li2004@hotmail.com>
Sent: Thursday, December 06, 2018 9:11 PM
To: CouncilEmailFromWebsite
Subject: No marijuana center in our city

Attention to all city councils :

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community!
2, it is proven that marijuana center will increase crime rates rapidly!
3, it is proven that marijuana center will pour a lot polutions to this area!
4, what we want is safety in our community!
5, what we want is the safety of our children!
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner!
So we request all city councils vote no on marijuana center facility!

Thanks
Lily Li

Sent from my iPhone

Griselda Contreras

From: it882@yahoo.com
Sent: Thursday, December 06, 2018 9:10 PM
To: CouncilEmailFromWebsite
Subject: To all city councils !

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Ya

Griselda Contreras

From: w8882@yahoo.com
Sent: Thursday, December 06, 2018 9:12 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

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4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
W882@yahoo.com

Griselda Contreras

From: csun888@gmail.com
Sent: Thursday, December 06, 2018 9:13 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

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4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Csun

Griselda Contreras

From: Patrick Ling <pling@aiibeauty.com>
Sent: Thursday, December 06, 2018 9:23 PM
To: CouncilEmailFromWebsite
Subject: Attention to all El Monte city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

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5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Mr. Ling

Griselda Contreras

From: P91775@yahoo.com
Sent: Thursday, December 06, 2018 9:22 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Hello all city councils,

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

3, it is proven that marijuana center will pour a lot polutions to this area

4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Residents at zip code: 91775

Griselda Contreras

From: Travis lol <overpowered626@gmail.com>
Sent: Thursday, December 06, 2018 8:39 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
3, it is proven that marijuana center will pour a lot polutions to this area
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5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.
Ray Huang

Griselda Contreras

From: Li Huang <lilyhl2007@gmail.com>
Sent: Thursday, December 06, 2018 8:39 PM
To: CouncilEmailFromWebsite
Subject: No Marijuana close to school!

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community

2, it is proven that marijuana center will increase crime rates rapidly

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4, what we want is safety in our community

5, what we want is the safety of our children

6, what we want is to live in a place with peace and love, not a place full of criminals around the corner

So we request all city councils vote no on marijuana center facility.

Thanks !

Li Brainard
--
Lily H. Brainard shop.com/zuzu2007

Griselda Contreras

From: Peishan He <peishanhe88@gmail.com>
Sent: Thursday, December 06, 2018 8:41 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
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5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Sandy

Griselda Contreras

From: Jenny Cui <jcui2008@yahoo.com>
Sent: Thursday, December 06, 2018 8:44 PM
To: CouncilEmailFromWebsite
Subject: marijuana center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
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5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
Jenny Cui

Sent from Yahoo Mail on Android

Griselda Contreras

From: aili <ailizhou0115@gmail.com>
Sent: Thursday, December 06, 2018 8:48 PM
To: CouncilEmailFromWebsite

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
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5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thank you, Aili Zhou

Griselda Contreras

From: gp_dp1@163.com
Sent: Thursday, December 06, 2018 8:51 PM
To: CouncilEmailFromWebsite
Subject: Attention to all city councils

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community 2, it is proven that marijuana center will increase crime rates rapidly 3, it is proven that marijuana center will pour a lot polutions to this area 4, what we want is safety in our community 5, what we want is the safety of our children 6, what we want is to live in a place with peace and love, not a place full of criminals around the corner So we request all city councils vote no on marijuana center facility.

Thanks
Gillian

Griselda Contreras

From: james chen <jameschen1238@gmail.com>
Sent: Thursday, December 06, 2018 8:51 PM
To: CouncilEmailFromWebsite
Subject: Strongly oppose the marijuana center

Attention to all city councils

I hereby strongly oppose the marijuana center to be built in El Monte for these reasons :

1, It is proven that marijuana center will attract more and more drug dealers, gang members(ex. MS 13) to rush in to the community
2, it is proven that marijuana center will increase crime rates rapidly
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5, what we want is the safety of our children
6, what we want is to live in a place with peace and love, not a place full of criminals around the corner
So we request all city councils vote no on marijuana center facility.

Thanks
--
James Chen

IRN REALTY
556 Las Tunas Dr,Arcadia,CA91007
Cell: 626-510-7274
BRE# 01950506

ATTACHMENT 8

EL MONTE POLICE CHIEF LETTER

CITY OF EL MONTE

POLICE DEPARTMENT

Chief of Police
DAVID REYNOSO

December 13, 2018

Gregory M. Murphy
444 South Flower Street, Suite 2400
Los Angeles, CA 90071

Re: Cannabis Cultivation Facility at 4400 Temple City Boulevard, El Monte, California

Dear Mr. Murphy:

In regard to concerns the City of Temple City ("Temple City") has expressed about public safety to the proposed site, the El Monte Police Department ("EMPD") of the City of El Monte ("El Monte") has adequate staffing to respond to any type of incident in a timely manner. The EMPD is a full service municipal police department that staffs the 10th largest police department in Los Angeles County (the "County"). The EMPD has specialized units including: Detective Bureau, Special Investigations Team ("SIT"), whose primary function is illegal narcotic suppression, Gang Suppression Unit, Special Weapons and Tactics ("SWAT") Team, Traffic Enforcement Division, Air Support Bureau, Community Relations Department, Homeless Outreach Unit, and a Service Area Policing Model. In addition, the police department has a recently purchased a state-of-the-art armored vehicle.

The EMPD has its own fully-staffed Communications Center to expeditiously respond to calls for service and public safety concerns. All 9-1-1 and business related calls for service for the location in question are routed to the EMPD, and not any other public safety agency, e.g. the Los Angeles County Sheriff's Department. It is very rare the EMPD utilizes outside law enforcement agencies to assist in routine calls for service. Like every other public safety agency in the County, the EMPD participated, by contract, with the Los Angeles County Mutual Aid Program. The EMPD participates in this program to obtain assistance from other law enforcement agencies during emergent situations that compromise public safety and are beyond the capabilities of the EMPD. This is a safety net measure, however, that is rarely utilized. For reference, this type of call for assistance has been utilized only one (1) time this year by the EMPD for a traffic-related call for service.

The close proximity of 4400 Temple City Boulevard, El Monte to Temple City will have little to no impact on Temple City residents nor improve burdens on the public safety response resource of Temple City. The EMPD deploys dedicated officers to this area of El Monte to handle all calls for service and has ample police resources to assist. Calls

for service requiring further assistance beyond the levels of a patrol officer will be directed to resources from one (1) or more of the specialized units mentioned above. The EMPD deploys up to three (3) police patrol shifts a day to provide ongoing and thorough emergency response protection.

Cannabis-related enforcement activities are not new to El Monte or the EMPD. In recent months the EMPD has employed swift and effective enforcement against multiple illegal, black market operations that have attempted to operate within its jurisdiction. In addition, members of the EMPD have been involved with planning and the creation of regulatory measures dealing with the statewide cannabis industry in El Monte from the onset. The EMPD has created a new police sergeant position whose primary function is to coordinate security and public safety planning and local regulatory enforcement with all city departments to assure this new industry is appropriately regulated and is operated in compliance with all city and state licensing requirements.

In this regard, EMPD staff has reviewed and shall have on-going jurisdiction to approve and update the security plan for the proposed business at 4400 Temple City Boulevard. There are several conditions of approval for the project and these include very specific provisions to ensure public safety. The required security plan will have the following features:

- 24 hour live-feed video surveillance and active monitoring by EMPD;
- perimeter fencing and design elements for protection of the building on the site from vehicle intrusion;
- procedures for the conduct of cash business transactions on the site;
- product handling safety and storage;
- State of California Department of Consumer Affairs licensed onsite private security patrol;
- employee background checks;
- professionally monitored alarm system; and
- periodic updating and review of the elements of the security plan.

Equipment and systems used for video surveillance and building alarms shall be subject to the prior approval by EMPD, and shall be included in the design plans for the improvement of the 4400 Temple City Boulevard property. The final security plan will be treated as a confidential matter so as to not compromise its effectiveness nor endanger the safety of the public or the safety of employees or police personnel.

In comparison, no other existing business or industry in El Monte is as closely and comprehensively regulated when it comes to security measures. The EMPD has taken effective measures in the conditions of approval to ensure that the public safety of the residents of El Monte and neighboring cities is protected.

Public safety concerns have not been downplayed or minimized with respect to the cannabis industry as suggested in the letter by Mr. Gregory Murphy. Throughout the development project review process for 4400 Temple City Boulevard, public safety and security concerns have been thoroughly and comprehensively scrutinized and enforcement of the terms of the required security measures have been carefully considered.

I will approve the final security and safety plan for this business and not the developer.

I have discussed this development at 4400 Temple City Boulevard and its impact on police services with the Los Angeles County Sheriff Department's Captain, who oversees police services for the Temple City. Our agencies have a great working relationship and plan to collaborate to address public safety concerns. As of today, I have not received any specific concerns from the Los Angele County Sheriff's Department related to this business.

The EMPD stands committed to ensuring this industry complies with all safety-related regulations to ensure the safety of all El Monte and surrounding community residents. Please feel free to contact me directly should you require further information.

Sincerely,

DAVID R. REYNOSO
Chief of Police

DRR:pg

cc: Mayor and City Council
City Manager
City Clerk

CITY OF EL MONTE

POLICE DEPARTMENT

Chief of Police
DAVID REYNOSO

December 13, 2018

Mr. Ben Kim
Director of Community Development
City of Rosemead
8838 E. Valley Boulevard, P.O. Box 399
Rosemead, CA 91770

Re: Mitigated Negative Declaration – El Monte Medicinal Marijuana Park (Development Agreement No. 02-18; Medicinal Cannabis Conditional Use Permit Nos. 07-18, 08-18, and 09-18)

Dear Mr. Kim:

In regard to concerns the City of Rosemead ("Rosemead") has expressed about public safety to the proposed site, the El Monte Police Department ("EMPD") of the City of El Monte ("El Monte") has adequate staffing to respond to any type of incident in a timely manner. The EMPD is a full service municipal police department that staffs the 10th largest police department in Los Angeles County (the "County"). The EMPD has specialized units including: Detective Bureau, Special Investigations Team ("SIT"), whose primary function is illegal narcotic suppression, Gang Suppression Unit, Special Weapons and Tactics ("SWAT") Team, Traffic Enforcement Division, Air Support Bureau, Community Relations Department, Homeless Outreach Unit, and a Service Area Policing Model. In addition, the police department has a recently purchased a state-of-the-art armored vehicle.

The EMPD has its own fully-staffed Communications Center to expeditiously respond to calls for service and public safety concerns. All 9-1-1 and business related calls for service for the location in question are routed to the EMPD, and not any other public safety agency, e.g. the Los Angeles County Sheriff's Department. It is very rare the EMPD utilizes outside law enforcement agencies to assist in routine calls for service. Like every other public safety agency in the County, the EMPD participated, by contract, with the Los Angeles County Mutual Aid Program. The EMPD participates in this program to obtain assistance from other law enforcement agencies during emergent situations that compromise public safety and are beyond the capabilities of the EMPD. This is a safety net measure, however, that is rarely utilized. For reference, this type of call for assistance has been utilized only one (1) time this year by the EMPD for a traffic-related call for service.

The close proximity of 4400 Temple City Boulevard, El Monte to Rosemead will have little to no impact on Rosemead residents nor improve burdens on the public safety response resource of Rosemead. The EMPD deploys dedicated officers to this area of El Monte to handle all calls for service and has ample police resources to assist. Calls for service requiring further assistance beyond the levels of a patrol officer will be directed to resources from one (1) or more of the specialized units mentioned above. The EMPD deploys up to three (3) police patrol shifts a day to provide ongoing and thorough emergency response protection.

Cannabis-related enforcement activities are not new to El Monte or the EMPD. In recent months the EMPD has employed swift and effective enforcement against multiple illegal, black market operations that have attempted to operate within its jurisdiction. In addition, members of the EMPD have been involved with planning and the creation of regulatory measures dealing with the statewide cannabis industry in El Monte from the onset. The EMPD has created a new police sergeant position whose primary function is to coordinate security and public safety planning and local regulatory enforcement with all city departments to assure this new industry is appropriately regulated and is operated in compliance with all city and state licensing requirements.

In this regard, EMPD staff has reviewed and shall have on-going jurisdiction to approve and update the security plan for the proposed business at 4400 Temple City Boulevard. There are several conditions of approval for the project and these include very specific provisions to ensure public safety. The required security plan will have the following features:

- 24 hour live-feed video surveillance and active monitoring by EMPD;
- perimeter fencing and design elements for protection of the building on the site from vehicle intrusion;
- procedures for the conduct of cash business transactions on the site;
- product handling safety and storage;
- State of California Department of Consumer Affairs licensed onsite private security patrol;
- employee background checks;
- professionally monitored alarm system; and
- periodic updating and review of the elements of the security plan.

Equipment and systems used for video surveillance and building alarms shall be subject to the prior approval by EMPD, and shall be included in the design plans for the improvement of the 4400 Temple City Boulevard property. The final security plan will be treated as a confidential matter so as to not compromise its effectiveness nor endanger the safety of the public or the safety of employees or police personnel.

In comparison, no other existing business or industry in El Monte is as closely and comprehensively regulated when it comes to security measures. The EMPD has taken

effective measures in the conditions of approval to ensure that the public safety of the residents of El Monte and neighboring cities is protected.

Public safety concerns have not been downplayed or minimized with respect to the cannabis industry as suggested in the letter by Mr. Gregory Murphy. Throughout the development project review process for 4400 Temple City Boulevard, public safety and security concerns have been thoroughly and comprehensively scrutinized and enforcement of the terms of the required security measures have been carefully considered.

I will approve the final security and safety plan for this business and not the developer.

I have discussed this development at 4400 Temple City Boulevard and its impact on police services with the Los Angeles County Sheriff Department's Captain, who oversees police services for the Rosemead. Our agencies have a great working relationship and plan to collaborate to address public safety concerns. As of today, I have not received any specific concerns from the Los Angele County Sheriff's Department related to this business.

The EMPD stands committed to ensuring this industry complies with all safety-related regulations to ensure the safety of all El Monte and surrounding community residents. Please feel free to contact me directly should you require further information.

Sincerely,

DAVID R. REYNOSO
Chief of Police

DRR:pg

cc: Mayor and City Council
City Manager
City Clerk

ATTACHMENT 9

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

http://www.elmonteca.gov/DocumentCenter/View/2824/ELMT-023--El-Monte-MMJ-Park-MND--_November-9-2018_

CITY OF EL MONTE

OFFICE OF THE CITY ATTORNEY
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 18, 2018

December 4, 2018

Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE DESIGNATING THE MEMBER OF THE COUNCIL WHO SHALL HOLD THE TITLE OF MAYOR PRO TEMPORE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Solicit nominations from among its membership for the post of Mayor Pro Tempore.

2. Vote to determine which of the nominees shall be selected as Mayor Pro Tempore.

3. Approve the attached resolution designating the Councilmember who has been selected to serve as Mayor Pro Tempore.

BACKGROUND AND PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Government Code Section 34905 provides as follows: "A mayor pro tempore shall be chosen in the manner provided by Section 36801." In turn, Government Code Section 36801 provides in relevant part:

> "The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose … one of its number as mayor pro tempore."

Persons selected to serve as Mayor Pro Tempore serve at the pleasure of the City Council (See 67 Ops. Atty. Gen. 405 (Cal.A.G.) 1984, Opinion No. 83-1204 [Persons appointed pursuant to Government Code Section 36801 serve at the pleasure of the City Council as code section established no fixed term]).

Consistent with the authorities referenced above, Section 2.08.050 (Mayor Pro Tempore – Appointment and duties) of the City's Municipal Code (hereinafter, "Section 2.08.050") provides in relevant part:

> "At least as frequently as the time prescribed under Government Code Section 36801, the City Council shall meet to choose one of its members as Mayor Pro Tempore. The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right to make such appointments on a more frequent basis, including on an annual basis, if desired. A councilmember appointed to serve as Mayor Pro Tempore serves in such capacity at the pleasure of the City Council. …."

Per Section 2.08.050, "[i]f the Mayor is absent or unable to attend any meeting of the City Council, the Mayor Pro Tempore shall discharge the duties of the Mayor while the Mayor is absent. The Mayor Pro Tempore shall have all of the powers and duties of the Mayor during the Mayor's absence from a meeting of the City Council or during such period of time as the Mayor is not able to discharge the duties of office."

The attached resolution will effectuate any action the City Council may wish to make to exercise its authority to appoint the Mayor Pro Tempore. The City Council can either take action to appoint a new Mayor Pro Tempore or it can wait until the date prescribed under the Government and the City's own code and wait until after the next General Municipal Election.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action.

CONCLUSION

If it is the desire of the City Council to exercise its discretion to appoint a new Mayor Pro Tempore prior to the next General Municipal Election, it is recommended that the City Council memorialize its approval of any new appoint by the adoption of the attached resolution.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

RICHARD PADILLA
Assistant City Attorney

DATE: December 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DESIGNATING A CITY COUNCIL MEMBER TO HOLD THE POSITION OF MAYOR PRO TEMPORE

WHEREAS, Government Code Section 34905 provides as follows: "A mayor pro tempore shall be chosen in the manner provided by Section 36801"; and

WHEREAS, Government Code Section 36801 provides in relevant part: "The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose ... one of its number as mayor pro tempore"; and

WHEREAS, persons selected to serve as Mayor Pro Tempore serve at the pleasure of the City Council (See 67 Ops. Atty. Gen. 405 (Cal.A.G.) 1984, Opinion No. 83-1204 [Persons appointed pursuant to Government Code Section 36801 serve at the pleasure of the City Council as code section established no fixed term]); and

WHEREAS, Section 2.08.050 of the City's Municipal Code somewhat parallels the Government Code by providing in relevant part: "The City Council shall meet on the Tuesday after the general municipal election and choose one of its members as Mayor Pro Tempore"; and

WHEREAS, the provisions of Section 2.08.050 notwithstanding, as the Attorney General explains, "[t]he governmental structure of "general law cities" (cf. Gov. Code, § 34102) is a 'matter strictly regulated by statute' and so the Legislature thus 'has [plenary] control over ... the terms of municipal officers.' (56 Ops.Cal.Atty.Gen. 327, 328 (1973).)" (67 Ops. Atty. Gen. 405 (Cal.A.G.0 1984); and

WHEREAS, the City Council wishes to exercise its discretion and authority to appoint a new Mayor Pro Tempore prior to the time prescribed under Government 36801 and El Monte Municipal Code Section 2.08.050.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES FIND, DECLARE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. Council Member _____ is hereby designated to be the Mayor Pro Tempore and shall serve in such capacity until the City Council next meets to select a new Mayor Pro Tempore at the date prescribed under Government Code Section 36801 or such earlier date as the City Council may choose at its pleasure and discretion.

SECTION 2. The above officer shall serve as Mayor Pro Tempore at the pleasure of the

City Council except that three votes shall be required to remove the above officer from the office of Mayor Pro Tempore prior to the conclusion of the term established in.

SECTION 3. The person selected to serve as Mayor Pro Tempore may also relinquish the post voluntarily and in such event the City Council prior to the date prescribed under Government Code Section 36801 and in such event the City Council shall meet at the next reasonably available opportunity to select a new Mayor Pro Tempore.

SECTION 4. The powers of the Mayor Pro Tempore shall be as set forth in the California Government Code and Section 2.08.050 of the El Monte Municipal Code and Government Code Section 36801.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and forward a certified copy to the appointee. This Resolution shall take effect upon adoption.

SECTION 6. All resolutions in conflict with this Resolution are hereby repealed and rescinded.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 18th day of December 2018.

_____
Andre Quintero, Mayor

ATTEST:

_____
Catherine A. Eredia, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at the regular meeting of said Council held on the 18th day of December 2018, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECMBER 18, 2018

December 12, 2018

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION OF A CITY COUNCIL RESOLUTION APPROVING THE DECEMBER 2018 AMENDMENT TO THE PARCEL 3 AGREEMENT BETWEEN THE CITY OF EL MONTE AND GRAPEVINE ADVISORS, LLC (EL MONTE GATEWAY PROJECT)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) approving the December 2018 amendment to the Parcel 3 Agreement between the City of El Monte and Grapevine Advisors, LLC.

BACKGROUND

Since 2012, Grapevine Advisors, LLC a California limited liability company (the "Master Developer") and the City of El Monte (the "City") have discussed the exploration of future development on so-called "Parcel 3" of the Gateway Project to determine the highest and best use for such Parcel 3.

The Master Developer and the City have previously entered into an agreement entitled "Parcel 3 Agreement" dated as of April 3, 2014 (the "Parcel 3 Agreement") to determine the feasibility of relocating baseball fields and public park space to allow for the potential development of Parcel. The Master Developer and the City have previously caused to be recorded a "Memorandum of Agreement," as this term is defined in the Parcel 3 Agreement, affecting Parcel 3.

On November 15, 2016, under agenda item no. 12.9, the City Council approved an amendment to extend the term of the Parcel 3 Agreement through December 31, 2017 and add Heritage Park within the legal description and boundary of Parcel 3. On December 5, 2017, under agenda item no. 12.4, the City Council approved an additional amendment to the Parcel 3 Agreement to extend the term through April 1, 2019.

The State Department of Toxic Substance Control ("State DTSC") has approved a Remedial Action Work Plan as prepared by the City for the performance of certain environmental hazard clean-up work on the soils of Parcel 3 under the oversight of State DTSC. The Master Developer has prepared and submitted a development proposal to the City, dated as of October 23, 2018, for the improvement of Parcel 3 as provided under the Parcel 3 Agreement.

DISCUSSION

The City has commenced certain studies to consider and evaluate the selection of alternate sites for the relocation of Pioneer Park as consistent with the Parcel 3 Agreement, including the preparation of a listing of potential public park sites to accommodate the relocation of Pioneer Park based upon the development proposal for Parcel 3 as submitted to the City by the Master Developer. The baseball field recreational activities as formally situated at Pioneer Park have been transferred to Lambert Park.

The City has commissioned an appraisal of the value of the lands described in the Parcel 3 Agreement as "Parcel 3" and upon its completion, such City appraisal shall be subject to the review and approval by the Master Developer and the City as provided in the Parcel 3 Agreement.

On November 20, 2018, the City Council directed staff amend the Parcel 3 Agreement to expedite the due diligence process set forth therein and potential disposition of Parcel 3 to the Master Developer.

The proposed Resolution (Attachment 1) would accordingly amend the Parcel 3 Agreement and sets forth a time table as follows to meet the goals of the Parcel 3 Agreement:

- By December 31, 2018
  - ➢ Master Developer and City each approve CEQA project description for the El Monte Gateway Specific Plan amendment by the City, and the Pioneer Park Relocation by the City and Parcel 3 development by the Master Developer
- Within 10 days following Master Developer and City approval of CEQA project description for the relocation of Pioneer Park relocation the amendment to the El Monte Gateway Specific Plan and
  - ➢ Master Developer and City jointly cause escrow to be opened for the Parcel 3 disposition to the Master Developer in accordance with 2018 Amendment

the Master Developer proposal for the Parcel 3 development	
• By February 19, 2019	➢ City Council confirms Pioneer Park Relocation Site Alternate designation
• Following City Council approval of Pioneer Park Relocation Site Alternate designation	➢ City conducts community consultations for Pioneer Park Relocation Site Alternate designation and replacement park programming principles
• By March 5, 2019	➢ City Council approves preliminary draft of Pioneer Park Relocation Cost Budget based upon Pioneer Park Relocation Site Alternate designations
• Within 30 days following Pioneer Park Relocation Site Alternate designation	➢ City gives notice to State Department of Parks and Recreation Office of Grants and Local Services of intention of the City Council to relocate Pioneer Park
• Concurrently with community consultations for Pioneer Park Relocation Site and based upon City review of Parcel 3 improvement plan and proposed amendment to El Monte Gateway Special Plan in light of replacement park programming principles	➢ City prepares corresponding refinements to Pioneer Park Relocation Site Alternate designation, Pioneer Park Relocation Cost Budget
• By March 12, 2019	➢ Master Developer and City jointly prepare an update to this December 2018 Parcel 3 Schedule of Performance as appropriate to address proposed Pioneer Park Relocation programming and community consultation and

	proposed Parcel 3 development
• By March 19, 2019	➢ The City Council considers and approves on appropriate March 2019 Update to this Parcel 3 Schedule of Performance to reflect the results of community consultation and park relocation budget planning studies as initiated under the December 2018 Amendment and the pending amendment to the Gateway Specific Plan for the Parcel 3 and the Parcel 3 DDA development proposed of the Master Developer

FISCAL IMPACT/FINANCING

Approval of the proposed Resolution would impose no significant fiscal impact upon the City's General Fund.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution approving the December 2018 amendment to the Parcel 3 Agreement between the City of El Monte and Grapevine Advisors, LLC.

Respectfully submitted,

ALEX HAMILTON
City Manager

ALMA K. MARTINEZ
Assistant City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Resolution with amendment to Parcel 3 Agreement attached thereto as Exhibit "A"

DATE: December 18, 2018
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE DECEMBER 2018 AMENDMENT TO THE PARCEL 3 AGREEMENT BETWEEN THE CITY OF EL MONTE AND GRAPEVINE ADVISORS, LLC (EL MONTE GATEWAY PROJECT)

WHEREAS, Grapevine Advisors, LLC a California limited liability company (the "Master Developer") and the City of El Monte (the "City") have previously entered into an agreement entitled "Parcel 3 Agreement" dated as of April 3, 2014 (the "Parcel 3 Agreement"); and

WHEREAS, the Master Developer and the City have previously caused to be recorded a "Memorandum of Agreement," as this term is defined in the Parcel 3 Agreement, affecting Parcel 3; and

WHEREAS, the baseball field recreational activities as formally situated at Pioneer Park have been transferred to Lambert Park; and

WHEREAS, the State Department of Toxic Substance Control ("State DTSC") has approved a Remedial Action Work Plan as prepared by the City for the performance of certain environmental hazard clean-up work on the soils of Parcel 3 under the oversight of State DTSC; and

WHEREAS, the Master Developer has prepared and submitted a development proposal to the City, dated as of October 23, 2018, for the improvement of Parcel 3 as provided under the Parcel 3 Agreement; and

WHEREAS, the City has commenced certain studies to consider and evaluate the selection of alternate sites for the relocation of Pioneer Park as consistent with the Parcel 3 Agreement, including the preparation of a listing of potential public park sites to accommodate the relocation of Pioneer Park based upon the development proposal for Parcel 3 as submitted to the City by the Master Developer; and

WHEREAS, the City has commissioned an appraisal of the value of the lands described in the Parcel 3 Agreement as "Parcel 3" and upon its completion, such City appraisal shall be subject to the review and approval by the Master Developer and the City as provided in the Parcel 3 Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The information set forth in the recital paragraphs of this Resolution is true and correct.

SECTION 2. The City Council hereby approves the form of the December 2018 Amendment to the Parcel 3 Agreement in the form as the City Council and the meeting at which this Resolution was adopted, which is attached hereto as Exhibit "A."

SECTION 3. The City Manager is hereby authorized and directed to execute the December 2018 Amendment to Parcel 3 Agreement on behalf of the City, together with such technical and conforming changes as may be approved by the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 18the day of December 2018.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Cathi Eredia, City Clerk
City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Cathi Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of _____ 2018 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Cathi Eredia, City Clerk
City of El Monte

EXHIBIT "A"
DECEMBER 2018 AMENDMENT TO PARCEL 3 AGREEMENT

DECEMBER 2018
AMENDMENT TO PARCEL 3 AGREEMENT
(El Monte Gateway Project: Parcel 3)

THIS DECEMBER 2018 AMENDMENT to the Parcel 3 Agreement (the "2018 Amendment") is dated as of December 18, 2018, by and between Grapevine Advisors LLC, a California limited liability company (the "Master Developer") and the City of El Monte, a municipal corporation (the "City") and is entered into in light of the following information set forth in the next seven (7) recital paragraphs:

- RECITALS -

The Master Developer and the City have previously entered into an agreement entitled "Parcel 3 Agreement" dated as of April 3, 2014 (the "Parcel 3 Agreement").

The Parties to the Parcel 3 Agreement have previously caused to be recorded a "Memorandum of Agreement," as this term is defined in the Parcel 3 Agreement, affecting Parcel 3.

The baseball field recreational activities as formally situated at Pioneer Park have been transferred to Lambert Park.

The State Department of Toxic Substance Control ("State DTSC") has approved a Remedial Action Work Plan as prepared by the City for the performance of certain environmental hazard clean-up work on the soils of Parcel 3 under the oversight of State DTSC.

The Master Developer has prepared and submitted a development proposal to the City, dated as of October 23, 2018, for the improvement of Parcel 3 as provided under the Parcel 3 Agreement.

The City has commenced certain studies to consider and evaluate the selection of alternate sites for the relocation of Pioneer Park as consistent with the Parcel 3 Agreement, including the preparation of a listing of potential public park sites to accommodate the relocation of Pioneer Park based upon the development proposal for Parcel 3 as submitted to the City by the Master Developer.

The City has commissioned an appraisal of the value of the lands described in the Parcel 3 Agreement as "Parcel 3" and upon its completion, such City appraisal shall be subject to the review and approval by the Parties as provided in the Parcel 3 Agreement.

NOW THEREFORE, THE MASTER DEVELOPER AND THE CITY HEREBY AGREE AS FOLLOWS:

SECTION 1. Unless the context of the usage of a defined term may otherwise require, each defined term used in this 2018 Amendment shall have the same meaning as set forth in the Parcel 3 Agreement.

SECTION 2. As of the date of execution of this 2018 Amendment, the Parties acknowledge and agree that the Parcel 3 Agreement is in full force and effect, and that as of such date, neither Party is aware of any fact that with the giving of notice to the other party and the passage of time, would give rise to a default under the Parcel 3 Agreement.

SECTION 3. Notwithstanding any other provision of the Parcel 3 Agreement to the contrary, the Parties hereby agree to further extend the term of the Parcel 3 Agreement to a new date of December 31, 2019.

SECTION 4. The purpose of this 2018 Amendment is to set forth a Schedule of Performance for the consideration of certain elements of the studies contemplated under the Parcel 3 Agreement for the relocation of Pioneer Park from the El Monte Gateway Project site to other suitable locations in the City, including the potential reconfiguration and modification of one or more elements of Pioneer Park into the Parcel 3 development proposal of the Master Developer. The Master Developer and the City each acknowledge that the completion of such studies, including those as set forth in the December 2018 Schedule of Performance, as hereby approved by the City Council, is in the nature of an iterative process and the completion of such studies shall be subject to the approvals of the Master Developer and the City as set forth in the Parcel 3 Agreement.

SECTION 5. The City Council hereby approves the December 2018 Schedule of Performance in the form attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 6. The City Manager is hereby authorized and directed to cause a real estate escrow for the potential disposition of Parcel 3 to the Master Developer to be opened with North American Title Insurance Company or such other escrow holder as mutually acceptable to the Master Developer and the City. The City Manager is authorized and directed to execute a standard escrow holder service agreement in customary form by and among the Master Developer, North American Title Insurance Company and the City for the disposition of Parcel 3 by the City to the Master Developer as provided in the Parcel 3 Agreement promptly following the approval of the CEQA project description referenced in the Schedule of Performance. The terms and conditions for the close of such Parcel 3 escrow and the disposition of Parcel 3 by the City to the Master Developer shall be subject to the satisfaction of the applicable provisions of a Parcel 3 DDA, as provided in the Parcel 3 Agreement.

SECTION 7. The City Manager in consultation with the Master Developer is hereby authorized and directed to cause an appropriate amendment or modification to the Parcel 3 Memorandum of Agreement to be filed for recordation by the escrow holder designated in Section 6, which modifies the legal description of Parcel 3 as currently set forth in the Parcel 3 Memorandum to conform to the legal description of the lands identified as "Parcel 3" as set forth in Final Tract Map No. 73093.

SECTION 8. City staff is hereby directed to prepare and submit for review and approval by the City Council an update to the December 2018 Schedule of Performance by a date not later than March 19, 2019 to reflect input received by City staff from the public regarding the Pioneer Park Relocation Site Alternate and Pioneer Park Relocation Budget estimates and the CEQA Studies initiated by the City based upon the CEQA

project description for the relocation of Pioneer Park, the amendment to the El Monte Gateway Special Plan and the Master Developer proposal for the development of Parcel 3.

SECTION 9. Except as modified by this 2018 Amendment, all of the other terms and conditions of the Parcel 3 Agreement shall remain in full force and effect. The Master Developer and the City each reserve all rights with respect to the use, disposition and development of Parcel 3 as set forth in the Parcel 3 Agreement.

SECTION 10. This December 2018 Amendment may be executed by the Parties in counterparts and when each such counterpart has been executed by the applicable Party, each such counterpart shall be deemed to be one integrated document.

MASTER DEVELOPER
Grapevine Advisors, LLC,
a California limited liability company

Date:_____ By:_____

CITY
City of El Monte

Date:_____ By:_____
Alex Hamilton
City Manager

APPROVED AS TO FORM

_____

EXHIBIT "A"
DECEMBER 2018 AMENDMENT TO
PARCEL 3 AGREEMENT

Pioneer Park Relocation and Parcel 3 DDA
Schedule of Performance

This Pioneer Park Relocation and Parcel 3 DDA Schedule of Performance implements the provisions of Section 1.11 of the Parcel 3 Agreement and sets forth a schedule of performance to guide the completion of certain actions by the Master Developer and the City as relate to the completion of studies and public consultations for the relocation of Pioneer Park by the City and the delivery of the draft text of the Parcel 3 DDA by the Master Developer to the City.

By December 31, 2018	Master Developer and City each approve CEQA project description for the El Monte Gateway Specific Plan amendment by the City, and the Pioneer Park Relocation by the City and Parcel 3 development by the Master Developer
Within 10 days following Master Developer and City approval of CEQA project description for the relocation of Pioneer Park relocation the amendment to the El Monte Gateway Specific Plan and the Master Developer proposal for the Parcel 3 development	Master Developer and City jointly cause escrow to be opened for the Parcel 3 disposition to the Master Developer in accordance with 2018 Amendment
By February 19, 2019	City Council confirms Pioneer Park Relocation Site Alternate designation
Following City Council approval of Pioneer Park Relocation Site Alternate designation	City conducts community consultations for Pioneer Park Relocation Site Alternate designation and replacement park programming principles
By March 5, 2019	City Council approves preliminary draft of Pioneer Park Relocation Cost Budget based upon Pioneer Park Relocation Site Alternate designations
Within 30 days following Pioneer Park Relocation Site Alternate designation	City gives notice to State Department of Parks and Recreation Office of Grants and

	Local Services of intention of the City Council to relocate Pioneer Park
Concurrently with community consultations for Pioneer Park Relocation Site and based upon City review of Parcel 3 improvement plan and proposed amendment to El Monte Gateway Special Plan in light of replacement park programming principles	City prepares corresponding refinements to Pioneer Park Relocation Site Alternate designation, Pioneer Park Relocation Cost Budget
By March 12, 2019	Master Developer and City jointly prepare an update to this December 2018 Parcel 3 Schedule of Performance as appropriate to address proposed Pioneer Park Relocation programming and community consultation and proposed Parcel 3 development
By March 19, 2019	The City Council considers and approves on appropriate March 2019 Update to this Parcel 3 Schedule of Performance to reflect the results of community consultation and park relocation budget planning studies as initiated under the December 2018 Amendment and the pending amendment to the Gateway Specific Plan for the Parcel 3 and the Parcel 3 DDA development proposed of the Master Developer

Each Party reserves the right to add milestones for the initiation and completion of studies as relate to the relocation of Pioneer Park, an amendment to the El Monte Gateway Specific Plan, the Parcel 3 DDA and the related CEQA project study during the period of time set forth above in this December 2018 Schedule of Performance. This Schedule of Performance may be superseded by written modification approved by the Master Developer and the City.