

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 **BEACH CONCESSION AGREEMENT**

2 **36135**

3 THIS BEACH CONCESSION AGREEMENT ("Agreement") is made and  
4 entered in duplicate as of December 3, 2021 pursuant to a minute order adopted by  
5 the City Council of the City of Long Beach, at its meeting on August 17, 2021, by and  
6 between the CITY OF LONG BEACH, a municipal corporation and trust grantee of the  
7 State of California of certain tide and submerged lands within the limits of said City ("City")  
8 and BEACH RESTAURANT GROUP, INC., a California corporation, dba GAUCHO  
9 BEACH, with a business address of 10840 Paramount Blvd., Downey, CA 90241  
10 ("Concessionaire").

11 WHEREAS, City is the trust grantee of the State of California of certain tide  
12 and submerged lands upon which the premises are situated. The terms, conditions and  
13 restrictions of the trust are expressed in Chapter 676, Statutes of 1911; Chapter 102,  
14 Statutes of 1925; and Chapter 158, Statutes of 1935. Said trust conditions and grants were  
15 amended by Chapter 29, Statutes of 1956, First Extraordinary Session and Chapter 138,  
16 Statutes of 1964, First Extraordinary Session. Neither this Agreement nor the rights and  
17 privileges granted Concessionaire shall be construed to imply the conveyance to  
18 Concessionaire of any right or interest in the premises except which may be created  
19 pursuant to said statutory grants and the Constitution of the State of California. This  
20 Agreement shall be subject and subordinate to said statutory grants and limitations  
21 imposed by the Constitution of the State of California; and

22 WHEREAS, City engaged a broker to assist with the search for a  
23 concessionaire for the operation of food, beverage, retail and equipment rental  
24 concession(s) at various beach locations within the City of Long Beach; and

25 WHEREAS, subject to appropriate approvals, City desires Concessionaire to  
26 provide the operations and services described in Paragraph 2.C. below;

27 NOW, THEREFORE, in consideration of the mutual terms, covenants and  
28 conditions in this Agreement, the parties agree as follows:

1 ///

2 1. PREMISES. City grants to Concessionaire, subject to all of the terms,  
3 covenants and conditions of this Agreement, the right and privilege to operate a beach  
4 concession from certain existing improvements (the "Building") located at 780 E. Shoreline  
5 Drive, commonly known as Alamitos Beach, as more particularly described and depicted  
6 on Exhibit "A" (collectively, the "Premises"). Concessionaire acknowledges that it has not  
7 received and City has not made any warranty, express or implied, as to the condition of  
8 the Premises. City shall provide the Premises in "AS IS" condition, without obligation to  
9 make improvements. Code compliance upgrades may be necessary at the Premises.  
10 Concessionaire shall make such improvements at its sole expense. Upon expiration of this  
11 Agreement, all such improvements and any other improvements made to the Building or  
12 the Premises shall become the property of City without payment therefor from City to  
13 Concessionaire. Notwithstanding the foregoing, the Premises will be delivered with the  
14 building core and shell in good operating order, without hazardous materials or mold, and  
15 otherwise in compliance with applicable laws. The parties acknowledge and agree that  
16 City is currently pursuing the completion of rehabilitation of the building core and shell and  
17 shall deliver the Premises to Concessionaire as soon as reasonably practicable after the  
18 effective date of this Agreement. Prior to such delivery, Concessionaire may pursue design  
19 and applicable approvals of its interior improvements to the Premises.

20 2. AUTHORIZED USE.

21 A. Use. City's primary purpose for entering into this Agreement is  
22 to provide services needed by the public. In furtherance of that purpose,  
23 Concessionaire, during the term, shall use the Premises for the uses described  
24 below on a continuous basis during business hours agreed between Concessionaire  
25 and the City Manager or designee or the Director of Parks, Recreation and Marine  
26 Department ("City Manager"), subject to Section 22. No use not specifically  
27 permitted by this Section shall be allowed without the written permission of the City  
28 Manager. Concessionaire in the conduct of its business, shall not in any manner

1 whatsoever interfere with regular use of the beach and/or park area by the general  
2 public. Notwithstanding the foregoing, Concessionaire may sporadically not offer  
3 services at the Premises, provided that in no event shall Concessionaire fail to offer  
4 services to the public for (i) more than forty-five (45) days total in any year-long  
5 period after Concessionaire's initial opening at the Premises, and/or (ii) more than  
6 thirty (30) consecutive days, in either case without the permission of the City  
7 Manager. Concessionaire shall notify the City Manager in writing before any  
8 closure.

9 B. Exclusivity. Concessionaire and City agree that use of the  
10 Premises shall be exclusive to Concessionaire, but that use of other premises or  
11 public property immediately adjacent to the Premises as a concession location is  
12 non-exclusive, and from time to time City may provide concession rights to other  
13 third-party concessionaires at such locations for the same or similar services as  
14 allowed under this Permit and/or may use such locations as a special event location.

15 C. Services. The Premises and the Building shall be used for the  
16 purpose of operating a food and beverage concession. The concession shall be  
17 operated in a safe and sanitary manner, and all products sold for consumption by  
18 Concessionaire shall comply with applicable state and local health and safety laws  
19 and regulations in regards to the safe storage, handling and preparation of any  
20 approved consumable food or beverage products. All food service and handling  
21 and alcoholic beverage licenses shall be acquired from the requisite state and local  
22 health agencies and they shall be maintained and remain in good standing  
23 throughout the duration of this Agreement. Stand(s), storage units and all  
24 Concessionaire equipment are subject to immediate removal by Concessionaire  
25 upon demand by City in the event of an imminent natural disaster or an urgent public  
26 safety need. Concessionaire agrees to ensure that its employees conduct  
27 themselves in a professional and courteous manner at all times when dealing with  
28 its patrons, City staff, other concessionaires, and the general public.

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D. Special Events. Concessionaire shall be authorized to conduct event-planning services to include weddings and special events, outside the Premises listed on Exhibit "A", as coordinated through and approved by the Office of Special Events and Filming. All fees collected under this Section shall be included as part of the gross receipts calculation under Section 8. Concessionaire acknowledges that commencement of certain activities, services and operations described in this Section, may require specific approvals, permits and/or licenses. Concessionaire shall at all times comply with all laws, ordinances, rules and regulations of and obtain and maintain all necessary approvals, license and/or permits from all federal, state, and local governmental authorities having jurisdiction over the Premises and Concessionaire's activities thereon. As the event organizer, Concessionaire shall ensure that all event-related activities comply with local laws applicable to noise abatement. Concessionaire shall dispose of waste and garbage throughout the term of the event, and immediately following the event, the area must be returned to a clean and sanitary condition. Concessionaire shall submit to the Director of the Department of Parks, Recreation and Marine, or designee ("Director"), copies of all permits, licenses, and certificates within five (5) days after Concessionaire's receipt of same.

E. Filming. Authorization for Concessionaire to engage in any filming, special event or activity provided for under this Agreement is given in City's proprietary capacity as property owner only. Concessionaire shall be entitled to collect a filming fee from commercial filming organizations permitted through the Office of Special Events and Filming. All fees collected under this Section shall be included as part of the gross receipts calculation under Section 8. Concessionaire shall submit on an annual basis, to the Director a list of proposed fees by December 1st. Final approval of the fees is at the sole discretion of the City.

F. Community Events. Concessionaire may operate community events from time to time at its sole expense. A community event is defined as a

1 public event held at the Premises, promoted by Concessionaire, funded by  
2 Concessionaire and executed by Concessionaire, its management and agents. For  
3 the purposes of organizing, operating, marketing, and sponsorship, it is understood  
4 that the ownership rights for a community event belongs solely to Concessionaire.  
5 Concessionaire shall provide a list to the Director by January 1<sup>st</sup> for final approval  
6 by the Director. On occasion, the Director will require Concessionaire to participate  
7 in various City events. All fees collected under this Section shall be included as part  
8 of the gross receipts calculation under Section 8.

9 G. Hours of Operation. Concessionaire shall be responsible for  
10 concession operations during the dates, times, and circumstances detailed below.  
11 Exceptions may be (i) requested by Concessionaire and granted by the City  
12 Manager or (ii) required by the City Manager to accommodate special events,  
13 unusual circumstances, or force majeure events. All dates and times are subject to  
14 change in City's sole discretion.

- 15 i. Open weekends year-round from 7:00 a.m. until 10:00  
16 p.m.;
- 17 ii. Open weekdays through the Spring, Summer and Fall  
18 (Daylight Savings Time) months from 7:00 a.m. until 10:00 p.m.; and
- 19 iii. Open to the greatest extent feasible during weekdays  
20 through the winter (Standard Time) months. Concessionaire shall propose  
21 an hourly operation schedule for the winter and submit the same to City in  
22 advance for its review and comment.

23 H. Parking Requirements. All parking spaces within the public  
24 beach parking lots shall be reserved for the use of the general public and shall be  
25 available for use on a first-come, first-served basis, including use by  
26 Concessionaire's employees. There shall be no exclusive use of parking spaces or  
27 reserved parking spaces within a public beach parking lot by any person or group  
28 other than the general public (handicapped and electric vehicle spaces excluded).

1 This condition does not prohibit City from requiring a City-issued parking permit,  
2 available to the general public. No parking validations, or any other preferences not  
3 available to the general public, shall be granted to customers or employees of  
4 Concessionaire. Tenant is solely responsible for securing exclusive parking for its  
5 customers and/or employees.

6 I. Menu and Payment Options. All concession stands and/or  
7 cafés shall provide and maintain a take-out window, shall offer food items that can  
8 be easily carried out, and shall stock some relatively inexpensive snack items (\$5  
9 or less). Concessionaire shall accept multiple generally available payment options  
10 in addition to cash.

11 J. Seating. The general public shall be allowed to visit and picnic  
12 at all seating areas on the outdoor decks including both levels of the ground-level  
13 deck and the roof deck. There shall be no full-table service in these areas.

14 K. [Reserved].

15 L. Coastal Development Permit. Concessionaire shall at all times  
16 comply with the terms and conditions of that certain Local Coast Development  
17 Permit applicable to the Premises and attached hereto as Exhibit "B" (the "LCDP")  
18 and applicable conditions of approval. In the event of a direct conflict between the  
19 terms of this Agreement and the LCDP and/or such conditions of approval such that  
20 Concessionaire cannot comply with the requirements of both, the terms of the LCDP  
21 and/or the conditions of approval shall control.

22 M. Other Permits. City shall have the right to grant additional  
23 permits for different purposes and additional permits for similar purposes in  
24 conjunction with food and beverage sales, commercial picnic services, weddings,  
25 and other special events. Concessionaire shall cooperate fully with any other  
26 permittees in the vicinity.

27 I. Subcontracts. Concessionaire shall be permitted to  
28 subcontract third party services and/or equipment providers, however all

1 subcontractors shall be approved in advance by the City Manager at his or her sole  
2 discretion. All gross revenue collected from subcontractors shall be included as part  
3 of the gross receipts calculation under Section 8.

4 3. NOISE ABATEMENT/CONDUCT. Concessionaire shall not use the  
5 Premises nor conduct its business in any manner that will create a nuisance, unreasonable  
6 annoyance, or waste. Concessionaire shall not make or permit any noise or odors that  
7 constitute a nuisance within the meaning of California Civil Code Section 3479 or California  
8 Penal Code Section 370. Concessionaire shall permit no intoxicated person, profane or  
9 indecent language/behavior in or about the Premises, and shall call upon the aid of peace  
10 officers to assist in maintaining peaceful conditions. Under normal circumstances, decibel  
11 levels within a predominately residential area must be ambient or no more than 50 dB(A)  
12 between 7:00 a.m. and 10:00 p.m., and less than 45 dB(A) from 10:00 p.m. until 7:00 a.m.  
13 throughout the year, weekdays and weekends inclusive. This requirement applies to all  
14 sound checks, "warm up" sessions and announcements. Unless permitted by the Office of  
15 Special Events and Filming, amplified and live music is not allowed.

16 4. TERM. The term of this Agreement shall commence on the date on  
17 which the City completes the rehabilitation of the shell and core of the Premises and  
18 delivers the Premises to Concessionaire ("Commencement Date") and shall terminate at  
19 midnight on June 1, 2027 (as may be extended, the "Term"). City and Concessionaire shall  
20 execute a written supplement or amendment to this Agreement to formally recognize the  
21 Commencement Date and expiration date of the Term, once the same have been  
22 established. Upon termination of this Agreement (whether by lapse of time or otherwise),  
23 Concessionaire shall quit and surrender possession of the Premises and remove its  
24 personal property therefrom. Concessionaire shall have the option to extend the Term for  
25 two (2) additional periods of five (5) years each (each, an "Option Term"), which such option  
26 shall be exercised by giving written notice of intent to extend to City not less than ninety  
27 (90) days before the end of the then-current Term.

28 5. COMPENSATION:

1                   A.     Base Rent. Beginning on the earlier of (i) the first day of the  
2 month immediately after the month in which the Premises receive a certificate of  
3 occupancy, or (ii) June 1, 2022 (“Rent Commencement Date”) and continuing  
4 monthly thereafter, Concessionaire shall pay to City a monthly base rent equal to  
5 Twelve Thousand Seven Hundred Twenty Dollars (\$12,720) (“Base Rent”). Base  
6 Rent is due and payable in advance on the first day of each month, and is delinquent  
7 on or after the fifth day of each month. Concessionaire shall not have any right of  
8 abatement, deduction, set off, prior notice or demand. The Base Rent shall be  
9 adjusted annually, effective on each anniversary of the Rent Commencement Date,  
10 by the percent change in the CPI for All Urban Consumers, All Items, Base Period  
11 1982-84=100, for the Los Angeles-Riverside-Orange County, CA area (August to  
12 August), as published by the United States Department of Labor, Bureau of Labor  
13 Statistics; provided, however, that the Base Rent shall never decrease and any  
14 increase shall not exceed three percent (3%) in any year..

15                   B.     Late Fee. If Rent is not received when due, a late fee shall be  
16 assessed. The late fee shall be five percent (5%) of the amount of late payment or  
17 Fifty Dollars (\$50.00), whichever is greater.

18                   C.     Interest. In addition to the late fees above, interest shall accrue  
19 on all amounts owed from the due date, at a rate of ten percent (10%) per annum  
20 until paid.

21                   6.     FEES AND CHARGES: All fees and charges associated with the  
22 permitted concessions, operations and activities and any changes to fee schedules shall  
23 be subject to the prior written approval of the City Manager.

24                   7.     AUDIT. City shall be entitled during the Term and within five (5) years  
25 after the expiration or termination of this Agreement to inspect, examine, and audit all  
26 Concessionaire’s books of account, records, cash receipts, and other pertinent data so City  
27 can ascertain Concessionaire’s gross receipts. Concessionaire shall cooperate fully with  
28 City in making any such inspection, examination, and audit. The inspection, examination,



1 or audit shall be conducted during usual business hours. The costs of the audit shall be  
2 paid by City unless the audit shows that Concessionaire understated gross receipts by  
3 more than three percent (3%), in which case Concessionaire shall pay all City's costs of  
4 the audit.

5 8. BOOKS OF ACCOUNT AND RECORDS.

6 A. Concessionaire shall keep complete and accurate books of  
7 account, records, cash receipts, and other pertinent data showing gross receipts, all  
8 in accordance with generally accepted accounting principles. Concessionaire shall  
9 provide such records to the Director within five (5) business days of a City request  
10 to review records.

11 B. Concessionaire shall install and maintain accurate receipt  
12 printing cash registers or computer systems and shall record on the cash registers  
13 or computer systems every sale of merchandise and services or other transactions  
14 at the time of the transaction on either a cash register having a sealed, continuous  
15 cash register tape with cumulative totals that numbers, records and duplicates each  
16 transaction entered into the register, or serially numbered sales slips. If  
17 Concessionaire chooses to record each sale by using a cash register, the  
18 continuous cash register tape will be sealed or locked in such a manner that it is not  
19 accessible to the person operating the cash register. Concessionaire is required to  
20 close out both the x and z key daily. In addition, Concessionaire shall post a sign  
21 by each cash register that states: "If you do not receive a receipt please call (562)  
22 570-3103." If Concessionaire chooses to record each sale by using a computer  
23 system, the computer-generated receipts shall be retained in chronological order  
24 (including those canceled, voided or not used) for three (3) years. If Concessionaire  
25 chooses to record each sale on individual slips, the sales slips (including those  
26 canceled, voided, or not used) will be retained in numerical sequence for three (3)  
27 years.

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1 C. Concessionaire, will prepare, preserve, and maintain, for a  
2 period of not less than three (3) years, the following books, accounts and records:

3 i. Daily cash register summary tapes and sealed,  
4 continuous cash register tapes or prenumbered sales slips or computer  
5 transaction receipts on transaction summary reports;

6 ii. Concessionaire will ensure that separate financial  
7 records are kept for the business or other revenue from operations on or from  
8 the Premises;

9 iii. All bank statements detailing transactions in or through  
10 any business bank account;

11 iv. Daily or weekly sales calculations;

12 v. A general ledger or a summary record of all cash  
13 receipts and disbursements from operations on or from the Premises;

14 vi. Copies of all tax returns filed with any governmental  
15 authority that reflect in any manner sales, income, or revenue generated in  
16 or from the Premises, including, but not limited to, federal income tax returns  
17 and state sales or use tax returns;

18 vii. Other records or accounts that City may reasonably  
19 require in order to ascertain, document, or substantiate gross receipts.

20 D. Concessionaire shall keep all of the books, records, and other  
21 documents in the manner recited in this Section, and will make said books, records  
22 and documents available for inspection, examination, or audit by City or City's  
23 designated representative upon giving Concessionaire five (5) days prior notice of  
24 City's intention to exercise its rights under this Section. In connection with an  
25 examination of audit, City will have the right to inspect the records of sales from any  
26 other store operated by Concessionaire, but only if the examination is reasonably  
27 necessary to ascertain gross sales from the Premises. If upon inspection or  
28 examination of Concessionaire's available books and records of account, City

1 determines that Concessionaire has failed to maintain, preserve, or retain the  
2 documents, books, and records that this Agreement requires Concessionaire to  
3 maintain in the manner set forth in this Section, City will give Concessionaire sixty  
4 (60) days to cure the deficiencies. Further, if Concessionaire is found to be deficient  
5 in maintaining any of documents, books, or records, Concessionaire will reimburse  
6 City for all reasonable expenses incurred by City in determining the deficiencies,  
7 including without limitation any audit or examination fees.

8 E. The receipt and acceptance by City of any statement or any  
9 payment of compensation for any period shall not bind City as to the correctness of  
10 the statement or payment.

11 F. Gross Receipts. "Gross receipts" as used herein shall include  
12 the following:

13 i. The gross selling price of all merchandise sold or  
14 services provided at the Premises or pursuant to this Agreement by  
15 Concessionaire or any of its subcontractors or agents.

16 ii. Gross receipts shall include sales for cash, credit, or  
17 services whether collected or not. Gross receipts shall not include, or if  
18 included shall be deducted (but only to the extent they have been included),  
19 any sales and use taxes, transportation taxes, excise taxes, franchise taxes,  
20 and other similar taxes now or in the future imposed on the sale of food,  
21 beverages, merchandise, or services, but only if such taxes are added to the  
22 selling price, separately stated, collected separately from the selling price  
23 and collected from customers.

24 G. Statement of Gross Receipts: Concessionaire shall prepare  
25 and deliver or cause to be prepared and delivered to City at:

26 Department of Parks, Recreation and Marine  
27 2760 Studebaker Road  
28 Long Beach, CA 90815-1697

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Attention: Contract Management

With a copy to:

Department of Parks, Recreation and Marine  
205 Marina Drive  
Long Beach, CA 90803  
Attention: Marine Bureau Manager

within twenty (20) days after the end of each month during the Term, a financial statement showing in reasonable detail Concessionaire's gross receipts for the preceding calendar month or partial calendar month. Concessionaire shall within thirty (30) days of each calendar year deliver to City, at the address set forth in this subsection H, a statement showing gross receipts of the preceding calendar year or partial calendar year. Such statement shall be prepared and delivered to City in accordance with generally accepted accounting practices containing a statement of gross receipts and a computation of percentage of gross receipts. Each statement shall be signed and certified to be correct by an officer of Concessionaire

9. CONCESSION BUILD-OUT: Concessionaire shall be responsible for the build-out of all concession interior front-of-house and back-of-house, including kitchens and food preparation areas. Concessionaire shall design and build out the interior of the concessions/café as well as provide the necessary equipment, fixtures, materials, and furniture necessary to operate. All aspects of design, including, but not limited to, signage, fixtures, and furnishings are subject to City approval, which approval shall not be unreasonably withheld or delayed.

10. PREVAILING WAGES: Any improvements made to the Building, Premises or otherwise authorized hereunder constitute a "public work" subject to the provisions of Labor Code Sections 1720 *et seq.* and the requirements of Title 8 of the California Code of Regulations Sections 16000 *et seq.* Concessionaire, its contractors and subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the work. Pursuant to Labor Code Section 1771,

1 Concessionaire, all contractors and subcontractors of any tier shall pay not less than the  
2 prevailing wage rates to all workers employed in execution of the work. Concessionaire, its  
3 contractors and subcontractors shall comply with applicable statutes and regulations,  
4 including but not limited to Labor Code Section 1771, 1775, 1777.5, 1813 and 1815. No  
5 contractor or subcontractor may be listed on a bid proposal for a public works project unless  
6 registered with the Department of Industrial Relations pursuant to Labor Code Section  
7 1725.5 with limited exceptions from this requirement for bid purposes only under Labor  
8 Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for  
9 public work on a public works project unless registered with the Department of Industrial  
10 Relations pursuant to Labor Code Section 1725.5. This work is subject to compliance  
11 monitoring and enforcement by the Department of Industrial Relations.

12 11. IMPROVEMENTS: Concessionaire shall not install, erect, or  
13 construct any building, improvement, or structure on the Premises nor alter the same  
14 without the prior written approval of the City Manager, which approval shall not be  
15 unreasonably withheld or delayed, and work so approved shall comply with the following.

16 A. Compliance with Law. Concessionaire's work shall comply with  
17 all applicable governmental laws, rules, regulations and orders. Prior to  
18 commencement of construction, Concessionaire shall procure, at its sole expense,  
19 all necessary building, fire, safety and other permits. City will cooperate with  
20 Concessionaire in obtaining such permits provided, however, City's cooperation  
21 shall not be deemed or construed as a waiver of any right or obligation of City acting  
22 in its regulatory capacity.

23 B. No Liens. Concessionaire shall keep the Premises free from  
24 all liens for any work done, labor performed or material furnished by or for  
25 Concessionaire. Concessionaire shall defend, indemnify and hold City, its officials  
26 and employees harmless from and against all claims, liens, demands, causes of  
27 action, liability, loss, costs and expenses, including reasonable attorney's fees, for  
28 any such work done, labor performed, or materials furnished on the Premises or to

1 Concessionaire for construction or repair. If a lien is imposed on the Premises as a  
2 result of construction or repair, Concessionaire shall (i) record a valid release of lien,  
3 (ii) deposit with City cash in an amount equal to 125% of the amount of the lien and  
4 authorize payment to the extent of said deposit to any subsequent judgment holder  
5 with regard to the lien, or (iii) procure and record a lien release bond in accordance  
6 with California Civil Code Section 3143 issued by a surety authorized to do business  
7 in California.

8 C. Notice of Non-responsibility. Concessionaire shall give notice  
9 to City twenty (20) days prior to the commencement of Concessionaire's work or  
10 other work of improvements for the purpose of enabling City to post and record  
11 notices of non-responsibility under the provisions of Section 3094 of the California  
12 Civil Code, or any other similar notices which may be allowed by law.

13 D. Notice of Completion. On completion of Concessionaire's  
14 work, Concessionaire shall file a Notice of Completion in the Official Records of the  
15 Los Angeles County Recorder.

16 E. Contracts for Work. All contracts entered by Concessionaire  
17 relating to the Premises shall contain the following statement: "This contract shall in  
18 no way bind the City of Long Beach nor obligate it for any costs or expenses  
19 whatsoever under this contract."

20 F. Completion of Work. Concessionaire's work shall be deemed  
21 to have been completed upon execution and delivery to City of notice certifying  
22 completion thereof and further certifying that all costs and expenses thereof have  
23 been paid and that there are no unpaid costs or expenses of any nature related  
24 thereto.

25 G. Ownership of Improvements. Any building, structure or other  
26 improvement constructed or placed on the Premises by Concessionaire, at  
27 Concessionaire's cost, shall become the property of City without the payment of any  
28 compensation therefor.

1           12.    ADVERTISING. Concessionaire, at its cost, may place or erect and  
2 maintain signs on the Premises, provided that Concessionaire obtains prior written  
3 approval from the Director, which shall not be unreasonably withheld. Further,  
4 Concessionaire's signs shall be in compliance with City's sign ordinance and any  
5 applicable regulations imposed by the California Coastal Commission.

6           13.    UTILITIES. Concessionaire, at its cost, shall promptly pay or cause  
7 to be paid all utility fees, costs and charges resulting from such use or assessments for  
8 utilities levied against the Premises for any period during the Term.

9           14.    TRASH REMOVAL AND DISPOSAL. Concessionaire shall keep the  
10 Premises in a neat and sanitary condition, as determined by the City Manager in his/her  
11 sole discretion, including but not limited to removing and cleaning any graffiti, waste,  
12 refuse, trash or debris from the Premises. No offensive or refuse matter constituting a fire  
13 hazard or nuisance shall be deposited or remain on the Premises. All refuse, trash, debris  
14 and/or waste material shall be removed from the Premises, at Concessionaire's sole cost,  
15 in plastic bags of ten (10) mils or thicker. City shall have the right to modify or change the  
16 trash removal operation of Concessionaire and Concessionaire agrees to accept and  
17 comply with such modifications or changes.

18           15.    PEST CONTROL. Concessionaire shall be solely responsible for a  
19 pest free environment within the Premises and shall maintain its own pest control services  
20 in accordance with best practices. All materials used in pest control shall conform to  
21 applicable federal, state and local laws, rules and regulations. All control substances  
22 utilized shall be used with all precautions to obviate the possibility of accidents to humans,  
23 domestic animals and pets. Whenever City deems that pest control services must be  
24 provided to the Building, Concessionaire shall pay for the costs of services provided for the  
25 Premises.

26           16.    MAINTENANCE AND REPAIR. Concessionaire shall maintain, at its  
27 sole cost and to the satisfaction of the City Manager, the Premises and all non-structural  
28 improvements therein, including but not limited to restaurant and food concession areas,

1 in a safe, clean, good condition, in substantial repair, and in compliance with all applicable  
2 laws, rules and regulations. Concessionaire shall furnish adequate containers for the  
3 disposal of trash and garbage and shall pay any trash disposal charges incurred therefore.  
4 Concessionaire shall not allow refuse matter or any substance constituting a fire hazard,  
5 material detrimental to the public health or any hazardous material at the concession on  
6 the property where the concession is located. Concessionaire shall remove graffiti within  
7 twenty-four (24) hours after it appears. Concessionaire's duty to maintain shall include but  
8 not be limited to the duty to repair and replace the improvements, as needed. If  
9 Concessionaire fails to maintain the Premises, City may notify Concessionaire of said  
10 failure. If Concessionaire fails to correct the situation within thirty (30) days after notice or  
11 such longer period as may be established by City, then City may make the necessary  
12 correction and the cost thereof, including but not limited to the cost of labor, materials,  
13 equipment and administration, shall be paid by Concessionaire as additional Rent, within  
14 ten (10) days after receipt of a statement of said costs from City. City may at its option,  
15 choose other remedies available herein or by law. Concessionaire hereby waives the  
16 extent permitted by law any right to make repairs at the expense of City or to vacate the  
17 Premises in lieu thereof as may be provided by law. City shall have no obligation to perform  
18 any maintenance on the Premises.

19           17. ABANDONMENT: Abandonment shall mean the failure of  
20 Concessionaire to conduct or operate the specified Concession at the Premises for the  
21 timeframes specified in subsection 2.A. Concessionaire understands and agrees that in  
22 the event that the stand(s)/storage unit(s)/equipment remain abandoned, after notice by  
23 City, Concessionaire fails to relocate or remove these items within a reasonable timeframe,  
24 City reserves the right to relocate or remove the items at Concessionaire's expense to a  
25 secure storage facility and terminate this Agreement. Both parties further agree that failure  
26 of Concessionaire to reimburse City for the reasonable costs to relocate and store  
27 Concessionaire's property described herein within sixty (60) days of incurring said  
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1 expenses shall constitute forfeiture of said property and City shall dispose of the items for  
2 the purpose of recouping expenses.

3 18. NO CITY LIABILITY. City, its boards, commissions, officials and  
4 employees shall not be liable for and Concessionaire hereby waives all claims against them  
5 for loss, theft, or damage to equipment, furniture, trade fixtures, furnishings, records, and  
6 other personal property in, on or at the Premises, for loss or damage to Concessionaire's  
7 business, or injury to or death of persons in, on or at the Premises from any cause except  
8 to the extent caused by the gross negligence or willful misconduct of City, its Board,  
9 commissions, officials and employees.

10 19. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.

11 A. Responsibility for Repair. If structural components (including  
12 without limitation load-bearing walls, roof or foundation) of the Building or any  
13 improvement at the Premises shall be damaged or destroyed by any cause  
14 whatsoever during the Agreement term or extension thereof, Concessionaire shall,  
15 with reasonable promptness, report the damage to City. City shall have  
16 responsibility to make repairs to at least the condition existing immediately prior to  
17 such damage or destruction. Concessionaire shall be responsible for reimbursing  
18 City for the pro rata share of expenses incurred to repair or replace the damage or  
19 destruction to the Building or the Premises to the extent contributed to by the act or  
20 omission of Concessionaire, its employees or agents. Concessionaire shall be  
21 responsible for reimbursing City even though the proceeds of any insurance policies  
22 covering the loss ("Insurance Proceeds") may be insufficient to reimburse  
23 Concessionaire therefor, provided, however, that if such proceeds of insurance are  
24 more than sufficient to pay the cost of any such rebuilding, then Concessionaire  
25 shall be entitled to receive any surplus. City at its discretion may authorize  
26 Concessionaire in writing to make repairs to replace the same to at least the  
27 condition existing immediately prior to such damage or destruction.

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1                   B.     Insurance Proceeds. Insurance Proceeds shall be held by an  
2 Insurance Trustee mutually agreed to by the parties, and shall be paid to  
3 Concessionaire or as Concessionaire may direct from time to time as the restoration  
4 of the Premises progresses, to pay or reimburse City for the cost of such restoration  
5 upon the written request of City accompanied by evidence satisfactory to the  
6 Insurance Trustee that (i) an amount equal to the amount requested is then due and  
7 payable or has been paid and is properly a part of such cost of restoration and (ii)  
8 the net Insurance Proceeds not yet advanced will be sufficient for the completion of  
9 the restoration. If at any time during the period of restoration and/or reconstruction  
10 City shall determine that the Insurance Proceeds are insufficient to cause such  
11 restoration, then upon delivery of written notice thereof and specifying the deficit  
12 Concessionaire shall deposit in trust with the Insurance Trustee such additional  
13 sums as may be required to complete the restoration of the Premises. Upon receipt  
14 by the Insurance Trustee of evidence satisfactory to it that (i) the restoration of the  
15 Premises has been completed, (ii) the cost thereof has been paid in full, and (iii)  
16 there are no mechanic's or similar liens for labor or materials supplied in connection  
17 therewith, the balance, if any, of such Insurance Proceeds shall be paid to  
18 Concessionaire or as Concessionaire may direct.

19                   C.     Procedure for Restoration of Improvements. Following  
20 damage to all or any portion of the Building or the Premises, Concessionaire shall  
21 reimburse City for restoration of the Building, the Premises and/or the improvements  
22 thereon, whether or not insurance proceeds are sufficient to do so.

23                   20.    INSURANCE. Concurrent with the execution of this Agreement and  
24 in partial performance of Concessionaire's obligations hereunder, Concessionaire shall  
25 procure and maintain at Concessionaire's expense for the duration of this Agreement,  
26 including any extensions, renewals, or holding over thereof, the following insurance  
27 coverages from insurance companies that are admitted to write insurance in the State of  
28

1 California or from authorized non-admitted insurers that have ratings of or equivalent to an  
2 A:VIII by A.M. Best and Company:

3           A.     Commercial General Liability insurance equivalent in coverage  
4           scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars  
5           (\$1,000,000) per occurrence and Two Million Dollar (\$2,000,000) in aggregate  
6           providing coverage from and against claims, demands, causes of action, expenses,  
7           costs, or liability for injury to or death of persons, or damage to or loss of property  
8           arising out activities performed by or on behalf of Concessionaire and for  
9           Concessionaire's operations or work under or in connection with this Agreement.  
10          Such insurance shall include, as may be applicable to Concessionaire's operations  
11          under or in connection with this Agreement, broad form contractual liability, and  
12          products and completed operations liability, shall include, as applicable to  
13          Concessionaire's and its subcontractors' operations under or in connection with this  
14          Agreement. The City of Long Beach, its officials, employees and agents shall be  
15          added as additional insureds by endorsement equivalent in coverage scope to ISO  
16          form CG 20 26 11 85. This insurance shall contain no special limitations on the  
17          scope of protection afforded to City, its officials, employees and agents, and shall  
18          provide cross-liability protection.

19          B.     Only if applicable to Concessionaire or for Concessionaire's  
20          operations or work under on in connection with this Agreement, the following  
21          insurance coverages shall apply:

- 22                   i.     If alcohol is sold or served, liquor liability with limits of  
23                   One Million Dollars (\$1,000,000) per occurrence,  
24                   ii.    If instruction of minors or other services wherein adults  
25                   might be alone with unrelated minors are included, general liability limits are  
26                   increased to \$2,000,000/\$4,000,000 and the general liability shall not  
27                   exclude coverage for abuse and molestation (this insurance shall name the  
28                   City of Long Beach, its officials, employees and agents additional insureds),

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iii. If pyrotechnics are permitted, pyrotechnic liability with limits of Five Million Dollars (\$5,000,000) per occurrence (this insurance shall name the City of Long Beach, its officials, employees and agents additional insureds),

iv. If use of unmanned aerial systems (UASs or drones) are permitted, drone aircraft liability with limits of Five Million Dollars (\$5,000,000) per occurrence (this insurance shall name the City of Long Beach, its officials, employees and agents additional insureds), and

v. If use of any boats or rental of boats exceeding 25 feet in length is allowed under or in connection with this Agreement, marine liability with limits of One Million Dollars (\$1,000,000) per occurrence (this insurance shall name the City of Long Beach, its officials, employees and agents additional insureds).

C. "All Risk" property insurance in an amount sufficient to cover the full replacement value of the buildings and structural improvements on the Premises. City shall be named as an insured under a standard loss payable endorsement.

D. "All Risk" property insurance in an amount sufficient to cover the full replacement value of Concessionaire's personal property and equipment on the Premises.

E. Business interruption insurance insuring that the rent and fees due to City shall be paid for a period of up to twelve (12) months if the Premises are destroyed or rendered inaccessible.

F. Workers' Compensation as required by the State of California endorsed, as applicable, to include, only as applicable, United States Longshoremen and Harbor Workers' Compensation Act coverage and Jones' Act coverage and Employer's Liability insurance with minimum limits of One Million Dollars (\$1,000,000).

1 Any self-insurance program or self-insured retention must be  
2 approved separately in writing by City and shall protect the City of Long Beach, its officials,  
3 employees, and agents in the same manner and to the same extent as they would have  
4 been protected had the policy or policies not contained retention provisions.

5 Each insurance policy shall be endorsed to state that coverage shall  
6 not be suspended, voided, materially changed, or canceled by either party except after  
7 thirty (30) days prior written notice to City, and shall be primary to City. Any insurance or  
8 self-insurance maintained by City shall be excess to and shall not contribute to insurance  
9 or self-insurance maintained by Concessionaire.

10 Any subcontractors which Concessionaire may use in the  
11 performance of this Agreement shall be required to indemnify City to the same extent as  
12 Concessionaire and to maintain insurance in compliance with the provisions of this Section.

13 Concessionaire shall deliver to City certificates of insurance and the  
14 required endorsements for approval as to sufficiency and form prior to commencement of  
15 this Agreement. The certificates and endorsements for each insurance policy shall contain  
16 the original signature of a person authorized by that insurer to bind coverage on its behalf.  
17 Concessionaire shall, at least thirty (30) days prior to expiration of such policies, furnish  
18 City with evidence of renewals. City reserves the right to require complete certified copies  
19 of all said policies at any time.

20 Such insurance as required herein shall not be deemed to limit  
21 Concessionaire's liability relating to performance under this Agreement. The procuring of  
22 insurance shall not be construed as a limitation on liability or as full performance of the  
23 indemnification and hold harmless provisions of this Agreement. Concessionaire  
24 understands and agrees that, notwithstanding any insurance, Concessionaire's obligation  
25 to defend, indemnify, and hold City, its officials, agents, and employees harmless  
26 hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or  
27 liabilities caused by or in any manner connected with the operations of Concessionaire.

28 Not more frequently than every three (3) years, if in the opinion of City,

1 the amount of the foregoing insurance coverages is not adequate, Concessionaire shall  
2 amend the insurance coverage as required by City's Risk Manager or designee ("Risk  
3 Manager").

4 Any modification or waiver of the insurance requirements herein shall  
5 be made only with the written approval of the City's Risk Manager.

6 21. INDEMNIFICATION.

7 A. General Indemnity. Concessionaire shall defend and indemnify  
8 the City of Long Beach and its officers and employees while acting within the scope  
9 of their duties from and against any and all actions, suits, proceedings, claims and  
10 demands, costs (including attorneys' fees and court costs), expense and liability of  
11 any kind or nature whatsoever ("claims") for injury to or death of persons or damage  
12 to property (including property owned by or under the control of City) which may be  
13 brought, made, filed against, imposed upon or sustained by City, its officers or  
14 employees based upon or arising out of:

15 i. An act or omission of Concessionaire, its officers,  
16 agents, employees, contractors, licensees or invitees or of any person  
17 entering upon the Premises with the express or implied invitation of  
18 Concessionaire;

19 ii. A violation by Concessionaire, its officers, agents,  
20 employees, contractors, licensees or invitees or of any other person entering  
21 upon the Premises with the express or implied invitation of Concessionaire  
22 of any law ordinance or governmental order of any kind;

23 iii. The use or occupancy of the Premises by  
24 Concessionaire, its officers, agents, employees, contractors, licensees or  
25 invitees or of any other person entering upon the Premises with the express  
26 or implied invitation of Concessionaire.

27 This indemnity shall not include claims based upon or arising out of  
28 the sole negligence, gross negligence, or willful misconduct of City, its

1 officers and employees. Further, this indemnity shall not require payment of  
2 a claim by City or its officers or employees as a condition precedent to the  
3 recovery under the same. This indemnification provision supplements and in  
4 no way, limits the scope of the indemnifications set out in subsection 21.B.  
5 The indemnity obligation of Concessionaire under this Section shall survive  
6 the expiration or termination, for any reason, of this Agreement.

7 B. Environmental Release and Indemnification.

8 Concessionaire hereby agrees to hold harmless, defend and  
9 indemnify City and its employees, members and officials from and against all  
10 liability, loss, damage, costs, penalties, fines and/or expenses (including attorneys'  
11 fees and court costs) arising out of or in any way connected with or the activities,  
12 acts or omissions of Concessionaire, its tenants, employees, contractors or agents  
13 on or affecting the Premises without regard to fault or negligence including but not  
14 limited to the release of any hazardous materials into the air, soil, groundwater or  
15 surface water on, in, under or from the Premises whether such condition, liability,  
16 loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered  
17 before or after termination of this Agreement. This indemnification supplements and  
18 in no way, limits the scope of the indemnification set forth in subsection 21.A.

19 In addition, Concessionaire waives, releases, acquits and forever  
20 discharges City, its employees, members and officials or any other person acting on  
21 behalf of City, of and from any and all claims, actions, causes of action, demands,  
22 rights, damages, costs, expenses, or compensation (collectively "claims")  
23 whatsoever (including, but not limited to, all claims at common law and/or under any  
24 federal, state or local environmental, health and/or safety-related law, rule,  
25 regulation or order, currently existing and as amended or enacted in the future  
26 ("Environmental Law"), whether direct or indirect, known or unknown, foreseen or  
27 unforeseen, which Concessionaire now has or may have or which may arise in the  
28 future on account of or in any way growing out of or in connection with any

1 hazardous materials on, under, from, or affecting the Premises, or any law or  
2 regulation applicable thereto. Concessionaire acknowledges that it is familiar with  
3 Section 1542 of the California Civil Code which reads: "A general release does not  
4 extend to claims which the creditor does not know or suspect to exist in his favor at  
5 the time of executing the release, which if known by him must have materially  
6 affected his settlement with the debtor."; and hereby releases Concessionaire from  
7 any unknown claims and waives all rights it may have under Section 1542 of the  
8 Civil Code or under any other statute or common law principle of similar effect.

9 i. Exclusions.

10 (a) Contamination on, beneath, or abutting the  
11 Premises which existed prior to the Commencement Date.

12 (b) Contamination which has emanated or emanates  
13 from a location other than the Premises and which has trespassed  
14 onto, underneath or across the Premises.

15 (c) Contamination which is unrelated to  
16 Concessionaire's use, occupancy of Concessionaire's tenants,  
17 invitees, or guests, on the Premises.

18 (d) Concessionaire need not indemnify City for  
19 activities carried on or around the Premises by City as part of  
20 occasional use of the Premises by City or its other Concessionaires,  
21 licensees, or the like or actions of the public who have not been  
22 Permitted or solicited by Concessionaire.

23 C. Definition. "Hazardous material" means any substance:

24 i. The presence of which requires investigation or  
25 remediation under any federal, state or local statute, regulation, ordinance,  
26 order, action, policy or common law; or

27 ii. Which is or becomes defined as a "hazardous waste,"  
28 "hazardous substance," pollutant or contaminant under any federal, state or



1 local statute, regulation, rule or ordinance or amendments thereto including,  
2 without limitation, the Comprehensive Environmental Response,  
3 Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the  
4 Resource Conservation and Recovery Act (42 U.S. C. Section 6901 et seq.);  
5 or

6 iii. Which is toxic, explosive, corrosive, flammable,  
7 infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and  
8 is or becomes regulated by governmental authority, agency, department,  
9 commission, board, agency or instrumentality of the United States, the State  
10 of California or any political subdivision thereof; or

11 iv. The presence of which on the Premises causes or  
12 threatens to cause a nuisance upon the Premises or to adjacent properties  
13 or poses or threatens to pose a hazard to the health or safety of persons on  
14 or about the Premises; or

15 v. The presence of which on adjacent properties could  
16 constitute a trespass by Concessionaire; or polychlorinated bipheynols  
17 (PCBs), asbestos or urea formaldehyde foam insulation.

18 22. FORCE MAJEURE. City and Concessionaire shall not be deemed to  
19 be in default in the performance of the terms, covenants or conditions of this Agreement if  
20 either party is prevented from performing said terms, covenants or conditions by causes  
21 beyond its control, including, without limitation, acts of God or the public enemy; failures  
22 due to nonperformance or delay of performance by suppliers or contractors; any order,  
23 directive or other interference by municipal, state, federal or other governmental official or  
24 agency; any catastrophe resulting from the elements, flood, fire, explosion, or any other  
25 cause reasonably beyond the control of a party, but excluding strikes or other labor  
26 disputes, lockouts, work stoppages or financial inability.

27 23. ASSIGNMENT OR TRANSFER. Concessionaire shall not assign or  
28 transfer this Agreement nor shall any interest herein be assignable or transferable by

1 operation of law or by any process or proceedings of any court or otherwise. Any attempted  
2 transfer or assignment shall be void and confer no rights whatsoever upon a transferee or  
3 assignee. Notwithstanding the foregoing, Concessionaire may grant subleases, licenses  
4 or concessions to others provided Concessionaire shall first obtain the written consent of  
5 the City Manager, which consent shall not be unreasonably withheld or delayed. The City  
6 Manager shall not be required to give any consent to a proposed tenant, licensing or grant  
7 of concession rights, unless and until Concessionaire has submitted to the City Manager  
8 such additional information regarding the identity of the proposed tenant, licensee or  
9 concessionaire and the terms and conditions of the proposed transaction as may be  
10 required by the City Manager to make a determination to grant or withhold such consent.  
11 Further, the City Manager shall have the right to impose such further conditions in  
12 connection with the granting of consent as may be required to assure that public health,  
13 safety, welfare and convenience will be best served by the proposed tenant, license or  
14 concession. If Concessionaire shall be adjudicated a bankrupt or become insolvent or any  
15 interest in this Agreement be taken by virtue of attachment, execution, or receivership, City  
16 may terminate this Agreement upon five (5) days written notice to Concessionaire.

17           24. HOLDING OVER. This Agreement shall terminate without any further  
18 notice as of the Agreement expiration date set forth in Section 4. Any holding over by  
19 Concessionaire after the Agreement expiration date shall not constitute a renewal or  
20 extension or give Concessionaire any rights in or to the Premises except as expressly  
21 provided in this Agreement. Any holding over after the expiration date with the consent of  
22 City shall be construed to be month-to-month (terminable upon thirty (30) days advance  
23 notice), at fees no less than the fees due for the last year of the Term, and shall otherwise  
24 be on the terms and conditions herein specified.

25           25. INSPECTION AND ACCESS. City's authorized representatives shall  
26 have access to and across the Premises during business hours and, in the event of an  
27 emergency, at any other time for inspection, repair of publicly-owned utilities and  
28 structures, and for fire and police purposes. Concessionaire to provide the City with a

1 keycode and/or access for emergency access to the Premises. During any inspection, City  
2 shall have the right to use photographic devices, equipment or other instruments for  
3 recording conditions and events on the Premises.

4           26. TAXES. This Agreement may create a possessory interest subject to  
5 property taxation and Concessionaire may be liable for the payment of property taxes  
6 levied on such possessory interest. Concessionaire shall pay or cause to be paid, prior to  
7 delinquency, all taxes, assessments and other governmental and district charges that may  
8 be levied or assessed for buildings, improvements or property located on the Premises and  
9 upon possessory interests created by this Agreement. Satisfactory evidence of such  
10 payments shall be delivered by Concessionaire upon demand therefor.

11           27. CITY SPONSORED SPECIAL EVENTS.

12           A. City reserves the right to issue other permits for operations  
13 along the Premises, including but not limited to, retail vendor permits, and permits  
14 for special events and filming (special events include by way of example, but are  
15 not limited to, the Long Beach Grand Prix, the 2028 Olympics, and/or filming  
16 activities).

17           B. City and Concessionaire agree to cooperate with each other to  
18 accommodate all such events and to limit adverse impacts to the Premises as much  
19 as reasonably possible.

20           C. Concessionaire acknowledges that the Premises are within an  
21 area which hosts special events throughout the year. The Office of Special Events  
22 & Filming and Concessionaire will need to work cooperatively to ensure maximum  
23 benefit to each operation.

24           D. Concessionaire acknowledges that during special events,  
25 Concessionaire may be prohibited from operating at designated locations or in the  
26 sole discretion of City, may be temporarily moved to an alternative location. In such  
27 event, Concessionaire agrees its operations may be temporarily suspended or  
28 relocated pursuant to instructions issued by the City Manager.

1           28. BUSINESS INTERRUPTION. City shall not be liable to  
2 Concessionaire for any damages arising out of the temporary prohibition of concession  
3 operations resulting from any environmental protection, public safety, maintenance or  
4 governmental activities which requires prohibition of the concession from being present on  
5 the Premises and/or engaging in its business activities.

6           29. GENERAL PROVISIONS.

7           A. Notices, Demands and Communication Between the Parties.

8           Notices, demands, and communication between City and Concessionaire  
9 shall be in writing and shall be sufficiently given if personally served or if mailed by  
10 registered or certified mail, postage prepaid, return receipt requested addressed as  
11 follows:

12           TO CITY:                   City Manager  
13                                       10th Floor, City Hall  
14                                       411 West Ocean Boulevard  
15                                       Long Beach, California 90802

16           WITH A COPY TO: Director of Parks, Recreation & Marine  
17                                       2760 Studebaker Road  
18                                       Long Beach, California 90815-1697  
19                                       Attention: Contract Management

20           AND: Department of Parks, Recreation and Marine  
21                                       205 Marina Drive  
22                                       Long Beach, CA 90803  
23                                       Attention: Marine Bureau Manager

24           TO CONCESSIONAIRE:  
25                                       Beach Restaurant Group, Inc.  
26                                       10840 Paramount Blvd.  
27                                       Downey, CA 90241

28           Either party may change its address by notifying the other party of the change  
of address. Notice shall be deemed communicated within forty-eight (48) hours from the  
time of mailing if mailed as provided in this subsection.

          B. Conflict of Interest. No member, official or employee of City  
shall have any personal interest, direct or indirect, in this Agreement, nor shall any  
such member, official or employees participate in any decision relating to this

1 Agreement which affects his personal interest or the interests of any corporation,  
2 partnership or association in which he is, directly or indirectly, interested. No  
3 member, official or employee of City shall be personally liable to Concessionaire, or  
4 any successor in interest, in the event of any default or breach by City or for any  
5 amount which may become due to Concessionaire or successor or on any  
6 obligations under the terms of this Agreement.

7 C. Defaults and Remedies.

8 i. Defaults – General. Failure by either party to perform  
9 any term or provision of this Agreement constitutes default under this  
10 Agreement, if not cured within (i) ten (10) days for a monetary default, or (ii)  
11 thirty (30) days for a non-monetary default, from the date of receipt of a  
12 written notice from the other party specifying the default; provided that if such  
13 non-monetary default cannot reasonably be cured within such thirty (30) day  
14 period, the party receiving such notice of such default shall not be in default  
15 under this Agreement if such party commences the cure of such default within  
16 such thirty (30) day period and thereafter diligently prosecutes the steps to  
17 cure such default to completion; provided, however, in no event may such  
18 cure period exceed ninety (90) days.

19 ii. Institution of Legal Actions. In addition to any other  
20 rights or remedies, either party may institute a legal action to cure, correct,  
21 or remedy any default, to recover damages for any default, or to obtain any  
22 other remedy consistent with the purpose of this Agreement. Such legal  
23 actions must be instituted in the South Branch of the Superior Court of the  
24 County of Los Angeles, State of California, or in the Federal District court in  
25 the Central District of California.

26 iii. Applicable Law. The laws of the State of California shall  
27 govern the interpretation and enforcement of this Agreement.  
28 Concessionaire during its use of the Premises shall at all times comply with

1 all laws, ordinances, rules, and regulations of and obtain permits from all  
2 federal, state, and local governmental authorities having jurisdiction over the  
3 Premises and Concessionaire's activities thereon.

4 iv. Rights and Remedies Are Cumulative. Except as  
5 otherwise expressly stated in this Agreement, the rights and remedies of the  
6 parties are cumulative, and the exercise by either party of one or more such  
7 rights or remedies shall not preclude the exercise by it, at the same or  
8 different times, of any other rights or remedies for the same default or any  
9 other default by the other party.

10 v. Inaction Not a Waiver of Default. Any failures or delays  
11 by either party in asserting any of its rights and remedies as to any default  
12 shall not operate as a waiver of any default or of any such rights or remedies  
13 or deprive either such party of its right to institute and maintain any actions  
14 or proceedings which it may deem necessary to protect, assert or enforce  
15 any such rights or remedies.

16 vi. Remedies. In the event of a default by Concessionaire,  
17 which is not cured by Concessionaire within the times specified in this  
18 Agreement, City without further notice to Concessionaire, may declare this  
19 Agreement and/or Concessionaire's right of possession at an end and may  
20 reenter the Premises by process of law, and shall be entitled to whatever  
21 additional rights and remedies it may have under applicable law.

22 D. Partial Invalidity. If any term or provision of this Agreement or  
23 the application thereof to any party or circumstances shall, to any extent, be held  
24 invalid or unenforceable, the remainder of this Agreement, or the application of such  
25 term or provisions, to persons or circumstances other than those as to whom or  
26 which it is held invalid or unenforceable, shall not be affected thereby, and each  
27 term and provision of this Agreement shall be valid and enforceable to the fullest  
28 extent permitted by law.

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E. Entire Agreement, Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to all or any part of the subject matter hereof.

F. Waivers. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of City or Concessionaire and all amendments hereto must be in writing by the appropriate authorities of City and Concessionaire.

G. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, assigns and successors in interest of the parties.

H. Nondiscrimination. In connection with performance of this Agreement and subject to applicable laws, rules and regulations, Concessionaire shall not discriminate in rendering services hereunder on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, handicap or veteran status.

I. No Joint Venture or Partnership. Nothing in this Agreement shall be construed as creating either a partnership or joint venture between the parties.

J. Jointly Drafted. This Agreement is jointly drafted by the parties and it is not to be construed against either party as the drafter.

K. Municipal Powers. Nothing contained herein shall be construed as a limitation upon powers of City as a chartered city of the State of California. This Agreement is entered into by City in its proprietary capacity and nothing contained herein shall relieve Concessionaire from complying with all requirements, rules, regulations or ordinances of the City of Long Beach.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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L. No Mineral Rights. This Agreement creates no rights in Concessionaire to minerals, or proceeds from mineral production, which may lie below the Premises including but not limited to any unitized oil.

M. No Relocation Benefits. Concessionaire shall have no rights to relocation benefits mandated by the laws of the State of California as to the Premises.

N. Americans with Disabilities Act: The Premises shall be delivered to Concessionaire in compliance with all applicable laws, including without limitation, the Americans with Disabilities Act of 1990 ("ADA"), as amended. Concessionaire shall thereafter ensure continued compliance with all applicable laws, including without limitation the ADA.

///  
///

November 19<sup>th</sup>, 2021

BEACH RESTAURANT GROUP, INC., a California corporation, dba GAUCHO BEACH

By: [Signature]  
Name: ADRIAN L. ROSA  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Concessionaire"

CITY OF LONG BEACH, a municipal corporation

Dec 3, 2021

By: [Signature]  
City Manager

"City"




OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802-4664

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This Agreement is approved as to form on Nov. 29, 2021.

CHARLES PARKIN, City Attorney

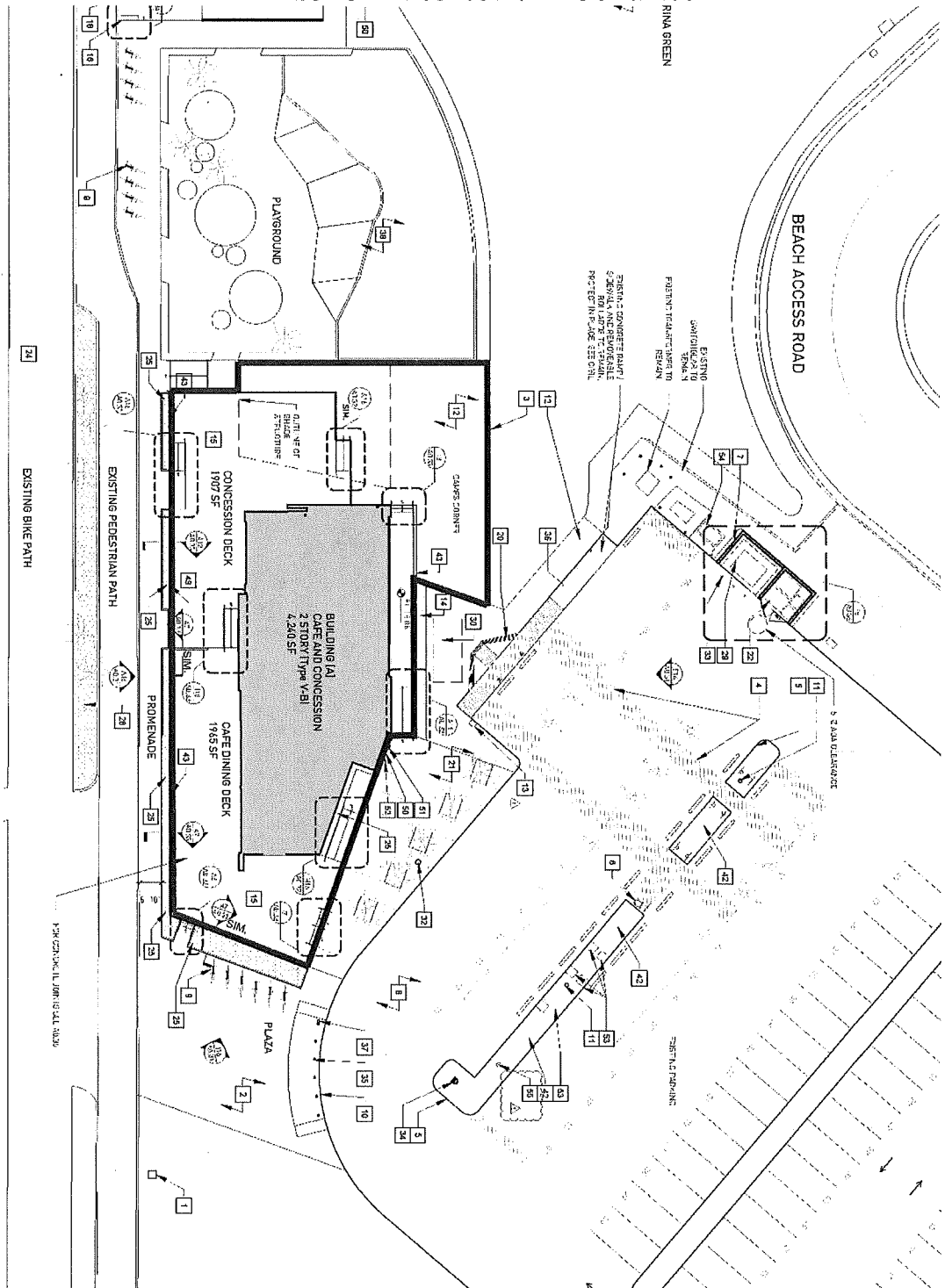
By:   
Deputy

OFFICE OF THE CITY ATTORNEY  
 CHARLES PARKIN, City Attorney  
 411 West Ocean Boulevard, 9th Floor  
 Long Beach, CA 90802-4664

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EXHIBIT "A"

PREMISES DEPICTION / DESCRIPTION



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

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EXHIBIT "B"  
COASTAL DEVELOPMENT PERMIT

**CALIFORNIA COASTAL COMMISSION**

SOUTH COAST DISTRICT OFFICE  
301 E. OCEAN BLVD., SUITE 300  
LONG BEACH, CALIFORNIA 90802-4830  
PH (562) 590-5071 FAX (562) 590-5084  
WWW.COASTAL.CA.GOV



Page 1

April 26, 2019

Permit Application No.: 5-17-1037

**COASTAL DEVELOPMENT PERMIT**

On August 9, 2018, the California Coastal Commission granted to **City Of Long Beach** this permit subject to the attached Standard and Special conditions, for development consisting of **demolition of a one-story, 2,234 sq. ft. concession stand, and replacement with three new buildings (Building A, a 4,240 sq. ft., 27-ft. high concession stand and café with semi-enclosed ground floor deck for picnicking, roof deck, and game area; Building B, a 800 sq. ft., 12-ft. high public restroom and storage facilities; Building C, a 522 sq. ft., 12-ft. high recreational equipment rental facility), and addition of an approximately 5,500 sq. ft. outdoor recreation area (children's play area and game area), public promenade area, and improvements to Alamitos Beach public beach parking lot, more specifically described in the application filed in the Commission offices.**

The development is within the coastal zone at: **780 E. Shoreline Drive, Long Beach, Los Angeles County (APN: 7265021901)**

Issued on behalf of the California Coastal Commission by:

John Ainsworth  
Executive Director

  
Zach Rehm  
Coastal Program Analyst

**ACKNOWLEDGMENT:**

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part of that: "A Public entity is not liable for injury caused by the issuance... of any permit..." applies to the issuance of this permit.

April 26, 2019

Permit Application No.: 5-17-1037

**COASTAL DEVELOPMENT PERMIT**

**IMPORTANT:** THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date: 5/3/19Signature T. Resendiz**STANDARD CONDITIONS:**

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

**SPECIAL CONDITIONS:**

This permit is granted subject to the following special conditions:

1. **Permit Compliance.** All development must occur in strict compliance with the proposal as set forth in the permit application, subject to any special conditions. Any deviation from the approved project, including, but not limited to, improvements or alterations to the public decks in response to any requirements imposed because of the proposed alcohol service, must be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is required.
2. **Future Development.** This permit is only for the development described in coastal development permit (CDP) 5-17-1037. Pursuant to Title 14 California Code of Regulations (CCR) Section

## COASTAL DEVELOPMENT PERMIT

13253(b)(6), the exemptions otherwise provided in Public Resources Code (PRC) Section 30610(b) shall not apply to the development governed by the CDP 5-17-1037. Accordingly, any future improvements to this structure authorized by this permit shall require an amendment to CDP 5-17-1037 from the Commission or shall require an additional CDP from the Commission unless the Executive Director provides a written determination that no amendment is legally required for any proposed minor deviations.

3. **Conditions Imposed by Local Government.** This action has no effect on conditions imposed by the City of Long Beach (Exhibit 3) pursuant to an authority other than the Coastal Act. The permittee shall be responsible for satisfying all terms and conditions of this coastal development permit in addition to any other requirements imposed by other local government permit conditions. In the event of conflict between terms and conditions imposed by the local government and those of this coastal development permit, the terms and conditions of this coastal development permit shall prevail.

4. **Submittal of Final Revised Plans.**

- A. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT the applicant shall submit, for the review and written approval of the Executive Director, two full-size sets of the following revised final plans, modified as required below.

1. Signage Site Plan that conforms with the plans submitted to the Commission and received in the South Coast District offices on July 23, 2018, except that they shall be modified to add signs at the following locations:
  - i. A sign shall be added near the entrance to the games counter informing the public of opportunities to use the games made available at the counter and listing operational details.
  - ii. A sign shall be added at the ground-level entrance to the roof deck informing the public that the deck is open for visitation.
  - iii. Language identifying the picnic area shall be added to the text on the promenade floor.

The dimensions, material(s), text, and font of each sign and/or stencil shall be submitted along with the revised Signage Site Plan as part of the Public Areas Management Program (**Special Condition 5**).

2. Tree Replacement Plan that conforms with the plans submitted to the Commission and received in the South Coast District offices on July 23, 2018, except that they shall be modified to add trees at on-site and/or off-site locations to meet, at a minimum, a 1:1 removal to replacement ratio, for the review and written approval of the Executive Director. The plan shall indicate that the trees to be planted will consist

## COASTAL DEVELOPMENT PERMIT

of the most mature native trees that can feasibly be planted in this location. None of the added trees shall be located on the beach.

3. Bird Strike Prevention Plan that conforms with the plans submitted to the Commission and received in the South Coast District offices on July 23, 2018, except that they shall be modified to show the location, design, height, and materials of oceanfront deck railing systems, fences, screen walls, gates, windows and the like for the review and written approval of the Executive Director. Said plan shall include, at a minimum, the following requirements:

- i. Oceanfront deck railing systems, screen walls, doors, and windows and the like that are subject to this permit shall use materials designed to minimize bird-strikes with the deck railing, screen wall, door or similar feature. Such materials may consist of partially-frosted glass, Plexiglas, or other visually permeable barriers that are designed to prevent creation of a bird strike hazard. Clear glass or Plexiglas may be installed only if it contains UV-reflective glazing that is visible to birds or is used with appliqué (e.g. stickers/decals) designed to reduce bird-strikes by reducing reflectivity and transparency. Any appliqué used shall be installed to provide coverage consistent with manufacturer specifications (e.g. one appliqué for every 3 foot by 3 foot area). Use of opaque or partially opaque materials is preferred to clear glass or Plexiglas and appliqué. All materials and appliqué shall be maintained throughout the life of the development to ensure continued effectiveness at minimizing bird strikes and shall be maintained at a minimum in accordance with manufacturer specifications.
- ii. Within 30 days of the completion of the development authorized by CDP No. 5-17-1037 (not prior to issuance), the applicant shall submit evidence in the form of a narrative report, for the review and written approval of the Executive Director, showing that all deck railing systems, fences, screen walls, gates, and windows, or other features covered by this condition installed subject to this permit were installed in accordance with this condition.

- B. The permittee shall undertake development in conformance with the approved final plans unless the Commission amends this permit or the Executive Director provides a written determination that no amendment is legally required for any proposed minor deviations.

### 5. Public Areas Management Program

- A. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT the applicant shall submit a public areas management program, subject to the review and approval of the Executive Director, that protects the rights of the public to enter and use the ground level

## COASTAL DEVELOPMENT PERMIT

public viewing and picnic deck, roof deck, and games corner and associated amenities. That program shall incorporate the following:

1. Public Access Signage Plan. The signage plan shall clearly describe, at a minimum, the dimensions, material(s), text, and font of each sign and/or stencil and a site plan depicting the location of each sign and/or stencil consistent with **Special Condition 4.A.1**. The signs shall facilitate, manage, and provide public access to the approved project, including identification of all public features that will be provided on the site (public picnic decks, games corner, play area, etc.) and allowable uses of the public areas. The signs shall be conspicuously sited to maximize visibility from the southeast end of Marina Green Park, the regional bicycle and pedestrian route, and the Alamitos Beach public beach parking lot and be designed to provide clear information to beach goers, park visitors, and bike path and pedestrian path users without adversely impacting public views and visual resources.

The final plans shall provide a mechanism for the Executive Director to review and approve minor sign changes. Changes may only be granted if such changes will not adversely impact, and/or will enhance coastal resources, including coastal access (e.g., modifying the signage to be clearer to the public and/or more aesthetically pleasing).

2. Concession/café hours. The concession stand and/or café shall be:
  - i. Open weekends year-round from morning until evening (exact timing guided by peak use hours)
  - ii. Open weekdays through the summer and fall months
  - iii. Open to the greatest extent feasible during weekdays through the winter and spring months
3. Parking Requirements.
  - i. All parking spaces within the public beach parking lots shall be reserved for the use of the general public and shall be available for use on a first-come, first-served basis. There shall be no exclusive use of parking spaces or reserved parking spaces within a public beach parking lot by any person or group other than the general public (handicapped and electric vehicle spaces excluded). This condition does not prohibit the City from requiring a City-issued parking permit, available to the general public.
  - ii. No parking validations, or any other preferences not available to the general public, shall be granted to customers or employees of the commercial uses.



## COASTAL DEVELOPMENT PERMIT

4. **Menu.** The concession stand and/or café shall provide and maintain a take-out window, shall offer food items that can be easily carried out, and shall stock relatively inexpensive snack items as proposed by the applicants.
  5. **Seating.** The general public shall be allowed to visit and picnic at all seating areas on the outdoor decks including both levels of the ground-level deck and the roof deck. There shall be no full-table service in these areas.
  6. **Security.** Hired security staff shall not prevent the public from visiting the rooftop deck or ground-level deck and shall not prevent the public from using the available games and amenities.
- B. **PRIOR TO COMMENCEMENT OF CONSTRUCTION** the applicant and its contractor(s) shall provide for the review and approval of the Executive Director final plans and plan notes that conform with the requirements of item A above. No work shall take place until the Executive Director approves the plans in writing.
- C. **Conformance with plans.** All work shall take place consistent with the plans submitted in compliance with A above.
6. **Geotechnical Recommendations.** All recommendations of the geotechnical report titled "Alamitos Beach Concessions Buildings," prepared by AESCO and dated May 30, 2017 shall be adhered to including recommendations for site preparation, structural fills, compaction standards, seismic design parameters, foundation design, pavement subgrade preparation, drainage, and all other recommendations. Foundations shall be designed to facilitate removal and/or relocation of the structure and its foundation in the future. The applicant shall submit evidence that an appropriate licensed professional has reviewed and approved all final design and construction plans, including foundations, grading and drainage plans, and certified that each of those final plans is consistent with all of the recommendations specified in the above referenced plan.
7. **Construction Timing and Sensitive Bird Species Surveys.** For any construction activities, including tree removal, between February 15<sup>th</sup> and September 1<sup>st</sup>, the applicant shall retain the services of a qualified biologist or environmental resource specialist (hereinafter, "environmental resources specialist") to conduct nesting bird species surveys in order to determine the presence of sensitive bird species including, but not limited to, black-crowned night herons, great blue herons, and snowy egrets. The environmental resources specialist shall also monitor project operations. At least 30 calendar days prior to commencement of any project operations, the applicant shall submit the name and qualifications of the environmental resource specialist, for the review and approval of the Executive Director. The environmental resources specialist shall ensure that all project construction and operations shall be carried out consistent with the following:
- A. The applicant shall ensure that a qualified environmental resource specialist with experience in conducting nesting bird surveys shall conduct the surveys 30 calendar days prior to the construction activities, including any tree removal, to detect any active bird nests in all trees

## COASTAL DEVELOPMENT PERMIT

within 500 feet of the project (including, but not limited to, Indian Laurel Fig trees). A follow-up survey must be conducted 3 calendar days prior to the initiation of clearance/construction and nest surveys must continue on a monthly basis throughout the nesting season or until the project is completed, whichever comes first.

- B. If an active nest of any song bird is found within 300 ft. of the project, or an active nest for any raptor species is found within 500 ft. of the project, the applicant shall retain the services of a qualified biologist with experience conducting bird and noise surveys, to monitor bird behavior and construction noise levels. The nest shall not be removed or disturbed. The biological monitor shall be present at all relevant construction meetings and during all significant construction activities (those with potential noise impacts) to ensure that nesting birds are not disturbed by construction related noise. The biologist monitor shall monitor birds and noise every day project commencement at the beginning of the project and during all periods of significant construction activities. Construction activities may occur only if construction noise levels are at or below a peak of 65 dB at the nest(s) site. If construction noise exceeds a peak level of 65 dB at the nest(s) site, sound mitigation measures such as sound shields, blankets around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing the use of back-up alarms shall be employed. If these sound mitigations measures do not reduce noise levels, construction shall cease and shall not recommence until either new sound mitigation can be employed or the birds have fledged.
  - C. If an active nest of a federally or state-listed threatened or endangered species or bird species of special concern is found within 300 ft. of the project, or an active nest for any species or raptor is found within 500 ft. of the project, the applicant will notify the appropriate State and Federal Agencies within 24 hours, and appropriate action specific to each incident will be developed. The applicant will notify the California Coastal Commission by e-mail within 24 hours and consult with the Commission regarding determinations of State and Federal agencies.
  - D. The environmental resource specialist shall be present during all tree removal activities and shall be present during all subsequent construction activities during the bird nesting/breeding season if an active nest is identified, until the birds have fledged.
  - E. The environmental resource specialist shall require the applicant to cease work should any breach in compliance with this condition occur, or if any unforeseen sensitive habitat issues arise. The environmental resource specialist(s) shall immediately notify the Executive Director if activities outside of the scope of the subject Notice of Impending Development occur. If significant impacts or damage occur to sensitive habitats or to wildlife species, the applicant shall be required to submit a revised or supplemental program to adequately mitigate such impacts.
8. **Landscape Requirements**
- A. Any future landscaping of the site shall be consistent with the following:

## COASTAL DEVELOPMENT PERMIT

1. Vegetated landscaped areas shall consist of native plants or non-native drought tolerant plants, which are non-invasive. No plant species listed as problematic and/or invasive by the California Native Plant Society (<http://www.CNPS.org/>), the California Invasive Plant Council (formerly the California Exotic Pest Plant Council) (<http://www.cal-ipc.org/>), or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a “noxious weed” by the State of California or the U.S. Federal Government shall be utilized within the property. All plants shall be low water use plants as identified by California Department of Water Resources (See: <http://www.water.ca.gov/wateruseefficiency/docs/wucols00.pdf>).
2. Use of reclaimed water for irrigation is encouraged. If using potable water for irrigation, only drip or microspray irrigation systems may be used. Other water conservation measures shall be considered, such as weather based irrigation controllers.

### 9. Construction and Pollution Prevention Plan

- A. PRIOR TO CONSTRUCTION, the applicant shall submit, for the review and written approval of the Executive Director, a final Construction and Pollution Prevention Plan prepared and certified by a qualified licensed professional, that demonstrates that all construction, including, but not limited to, clearing, grading, staging, storage of equipment and materials, or other activities that involve ground disturbance; building, reconstructing, or demolishing a structure; and creation or replacement of impervious surfaces, complies with the following requirements:
  1. Construction Site Map and Narrative Description. The Construction and Pollution Prevention Plan shall include a construction site map and a narrative description addressing, at a minimum, the following required components:
    - i. A map delineating the construction site, construction phasing boundaries, and the location of all temporary construction-phase BMPs (such as silt fences, inlet protection, and sediment basins).
    - ii. A description of the measures that will be implemented to ensure that bike and pedestrian access along the east-west regional bicycle and pedestrian route is maintained during construction activities. If temporary closure of the bicycle and pedestrian path is necessary during construction, a 5-minute interruption of traffic on the pedestrian and bicycle route is authorized with a flagman or woman to stop bicycle and pedestrian traffic.
    - iii. A description of the BMPs that will be implemented to minimize land disturbance activities, minimize the project footprint, minimize soil compaction, and minimize damage or removal of non-invasive vegetation. Include a construction phasing schedule, if applicable to the project, with a description and timeline of significant land disturbance activities.

## COASTAL DEVELOPMENT PERMIT

- iv. A description of the BMPs that will be implemented to minimize erosion and sedimentation, control runoff and minimize the discharge of other pollutants resulting from construction activities. Include calculations that demonstrate proper sizing of BMPs.
  - v. A description of the BMPs that will be implemented to minimize energy use and minimize light spillage onto adjacent areas resulting from construction activities.
  - vi. A description and schedule for the management of all construction-phase BMPs (including installation and removal, ongoing operation, inspection, maintenance, and training). Identify any temporary BMPs that will be converted to permanent post-development BMPs.
2. Minimize Erosion and Sediment Discharge. During construction, erosion and the discharge of sediment off-site or to coastal waters shall be minimized through the use of appropriate Best Management Practices (BMPs), including:
- i. Land disturbance during construction (e.g., clearing, grading, and cut-and-fill) shall be minimized, and grading activities shall be phased, to avoid increased erosion and sedimentation.
  - ii. Erosion control BMPs (such as mulch, soil binders, geotextile blankets or mats, or temporary seeding) shall be installed as needed to prevent soil from being transported by water or wind. Temporary BMPs shall be implemented to stabilize soil on graded or disturbed areas as soon as feasible during construction, where there is a potential for soil erosion to lead to discharge of sediment off-site or to coastal waters.
  - iii. Sediment control BMPs (such as silt fences, fiber rolls, sediment basins, inlet protection, sand bag barriers, or straw bale barriers) shall be installed as needed to trap and remove eroded sediment from runoff, to prevent sedimentation of coastal waters.
  - iv. Tracking control BMPs (such as a stabilized construction entrance/exit, and street sweeping) shall be installed or implemented as needed to prevent tracking sediment off-site by vehicles leaving the construction area.
  - v. Runoff control BMPs (such as a concrete washout facility, dewatering tank, or dedicated vehicle wash area) that will be implemented during construction to retain, infiltrate, or treat stormwater and non-stormwater runoff.
3. Minimize Discharge of Construction Pollutants. The discharge of other pollutants resulting from construction activities (such as chemicals, paints, vehicle fluids,

## COASTAL DEVELOPMENT PERMIT

petroleum products, asphalt and cement compounds, debris, and trash) into runoff or coastal waters shall be minimized through the use of appropriate BMPs, including:

- i. Covering stockpiled construction materials, soil, and other excavated materials to prevent contact with rain, and protecting all stockpiles from stormwater runoff using temporary perimeter barriers.
  - ii. Cleaning up all leaks, drips, and spills immediately; having a written plan for the clean-up of spills and leaks; and maintaining an inventory of products and chemicals used on site.
  - iii. Proper disposal of all wastes; providing trash receptacles on site; and covering open trash receptacles during wet weather.
  - iv. Prompt removal of all construction debris from the beach.
  - v. Detaining, infiltrating, or treating runoff, if needed, prior to conveyance off-site during construction.
4. Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of mobile equipment conducted on site shall not take place on the beach, and shall take place at a designated area located at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). The fueling and maintenance area shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area (such as cranes) may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spills.
5. Minimize Other Impacts of Construction Activities. Other impacts of construction activities shall be minimized through the use of appropriate BMPs, including:
- i. Soil compaction due to construction activities shall be minimized, to retain the natural stormwater infiltration capacity of the soil.
  - ii. The use of temporary erosion and sediment control products (such as fiber rolls, erosion control blankets, mulch control netting, and silt fences) that incorporate plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers) shall be avoided, to minimize wildlife entanglement and plastic debris pollution.
6. A delineation of the areas to be disturbed by grading or construction activities including any temporary trenches, staging, and stockpile areas. No construction equipment or materials (including debris) shall be allowed at any time on the sandy beach.

## COASTAL DEVELOPMENT PERMIT

7. The plan shall include source control Best Management Practices as part of a written plan designed to control dust, concrete, demolition pavement, or pipe removed during construction, and/or construction materials, and standards for interim control and for clean-up. Tarps or other devices shall be used to capture debris, dust, oil, grease, rust, dirt, fine particles, and spills to protect the quality of coastal waters. All sediment waste and debris should be retained on-site unless removed to an appropriate approved dumping location. If the disposal site is located within the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place. Contractors shall monitor and contain oil or fuel leaks from vehicles and equipment.
  8. The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including but not limited to: filling or covering all holes in roadways such that traffic can continue to pass over disturbed areas, disturbed soils and trenches with shoring, sand bag barriers, silt fencing, temporary drains and swales, and sediment basins and stabilization of all stockpiled fill. These temporary erosion control measures shall be monitored and maintained at least on a weekly basis until grading or construction operations resume.
- B. PRIOR TO COMMENCEMENT OF CONSTRUCTION the applicant and its contractor(s) shall provide for the review and approval of the Executive Director final plans and plan notes that conform with the requirements of item A above. No work shall take place until the Executive Director approves the plans in writing.
- C. Conformance with plans. All work shall take place consistent with the plans submitted in compliance with A above.
10. **Post-Development Runoff Plan.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the permittee shall submit, for the review and written approval of the Executive Director, a final Post-Development Runoff Plan that demonstrates that the project complies with the following requirements:
- A. Low Impact Development Strategies. The project shall comply with the following Low Impact Development standards:
    1. Maintain or enhance appropriate on-site infiltration of runoff to the greatest extent feasible. Use strategies such as amending soil if needed to enhance infiltration and installing an infiltration Best Management Practice (BMP) (e.g., a vegetated swale, rain garden, or bio retention system).
    2. Where feasible, increase the area of pervious surfaces in re-development. Use strategies such as minimizing the footprint of impervious pavement; and installing a permeable pavement system where pavement is required.

## COASTAL DEVELOPMENT PERMIT

3. Disconnect impervious surface areas from the storm drain system, by interposing permeable areas between impervious surfaces and the storm drain system. Design curbs, berms, and similar structures to avoid isolation of vegetative landscaping and other permeable areas, and allow runoff to flow from impervious pavement to permeable areas for infiltration. Use strategies such as directing roof-top runoff into permeable landscaped areas; directing runoff from impervious pavement into distributed permeable areas (e.g., turf, medians, or parking islands); installing a vegetated swale or filter strip to intercept runoff sheet flow from impervious surfaces; and installing a rain barrel or cistern to capture and store roof-top runoff for later use in on-site irrigation.
  4. Where on-site infiltration is not appropriate or feasible, use alternative BMPs to minimize post-development changes in runoff flows, such as installing an evapotranspiration BMP that does not infiltrate into the ground but uses evapotranspiration to reduce runoff (e.g., a vegetated "green roof," flow-through planter, or retention pond); directing runoff to an off-site infiltration facility; or implementing BMPs to reduce runoff volume, velocity, and flow rate before directing runoff to the storm drain system.
- B. Implement Source Control BMPs. Appropriate and feasible long-term Source Control BMPs, which may be structural features or operational practices, shall be implemented to minimize the transport of pollutants in runoff from the development by controlling pollutant sources and keeping pollutants segregated from runoff. Use strategies such as covering outdoor storage areas; using efficient irrigation; proper application and clean-up of potentially harmful chemicals and fertilizers; and proper disposal of waste.
- C. Avoid Adverse Impacts from Stormwater and Dry Weather Runoff. The adverse impacts of discharging stormwater or dry weather runoff flows to coastal waters, intertidal areas, beaches, bluffs, or stream banks shall be avoided, to the greatest extent feasible. The project shall comply with the following requirements:
1. Runoff shall be conveyed off-site or to drainage systems in a non-erosive manner.
  2. The discharge of dry weather runoff to coastal waters shall be minimized, to the greatest extent feasible. Use strategies such as efficient irrigation techniques that minimize off-site runoff.
- D. Manage BMPs for the Life of the Development. Appropriate protocols shall be implemented to manage BMPs (including ongoing operation, maintenance, inspection, and training) to keep the water quality provisions effective for the life of the development.
- E. Use the following kitchen BMPs.
1. Control Outdoor Washing Activities. All equipment, including floor mats, shall be washed indoors to ensure the wastewater is collected via floor drains or sinks and

## COASTAL DEVELOPMENT PERMIT

disposed of in the sanitary sewer. On a weekly basis, the applicant shall, sweep impervious surfaces to remove litter, sediment, and other debris.

2. Sweep Sidewalks and Parking Lots. Restaurant parking lots and sidewalks should be swept regularly. Hose or pressure wash water shall be collected and discharged into the sanitary sewer.
  3. Kitchen Grease. Kitchen Grease shall be handled using a grease trap or interceptor. Grease traps and interceptors shall be cleaned and inspected regularly for leaks and replaced, if necessary. Tallow bins, grease traps and interceptors shall be pumped by a grease hauler on a regular schedule.
  4. Seal and Maintain Trash/Recycling Containers. Lids shall be provided for trash, recycling cans, and other outdoor containers. Outdoor trash and recycling containers shall be inspected before it rains to make sure the lids are closed, and dumpsters shall be inspected regularly for leaks and for trash piling up around the dumpsters. The amount of liquids disposed of in dumpsters shall be minimized.
  5. Oversee All Cleaning Service Contractors. Contractors shall be prohibited from disposing of cleaning solvents or waste into a storm drain. Contractors shall be tasked with cleaning floor mats, exhaust filters, garbage cans, carts, and/or tray racks.
  6. Prevent Spills. Spill containment kits shall be kept in convenient locations, such as near dumpsters and unloading areas in case of a spill. Rags or absorbents shall be disposed of in the trash, and spills shall not be hosed into the storm drain. Employees shall be trained in the proper use of spill clean-up materials. Any spills that could enter a storm drain shall be reported to the City's Stormwater Pollution Prevention Service at (562) 570-3867.
- F. Site Plan and Narrative Description. The Post-Development Runoff Plan shall include a site plan and a narrative description addressing, at a minimum, the following required components:
1. A site plan, drawn to scale, showing the property boundaries, building footprint, runoff flow directions, relevant drainage features, structural BMPs, impervious surfaces, permeable pavements, and landscaped areas.
  2. Identification of pollutants potentially generated by the proposed development that could be transported off the site by runoff.
  3. An estimate of the proposed changes in (1) impervious surface areas on the site, including pre-project and post-project impervious coverage area and the percentage of the property covered by impervious surfaces; (2) the amount of impervious areas that drain directly into the storm drain system without first flowing across permeable areas; and (3) site coverage with permeable or semi-permeable pavements.



## COASTAL DEVELOPMENT PERMIT

4. A description of the BMPs that will be implemented, and the Low Impact Development approach to stormwater management that will be used. Include a schedule for installation or implementation of all post-development BMPs.
5. A description and schedule for the ongoing management of all post-development BMPs (including operation, maintenance, inspection, and training) that will be performed for the life of the development, if required for the BMPs to function properly.

The permittee shall undertake development in accordance with the approved Post-Development Runoff Plan, unless the Commission amends this permit or the Executive Director determines issues a written determination that no amendment is legally required for any proposed minor deviations.

**11. Assumption of Risk, Waiver of Liability and Indemnity.** BY ACCEPTANCE OF THIS COASTAL DEVELOPMENT PERMIT, the applicant acknowledges and agrees: (i) that the site may be subject to hazards, including but not limited to storms, flooding, landslide, erosion, and earth movement, many of which will worsen with future sea level rise; (ii) to assume the risks to the permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

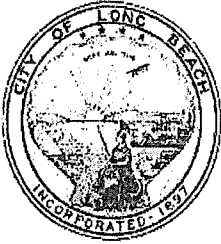
**12. No Future Shoreline Protection Device**

- A. By acceptance of this Permit, the applicant agrees, on behalf of itself and all successors and assigns, that no bluff or shoreline protective device(s) shall be constructed to protect the development approved pursuant to Coastal Development Permit No. 5-17-1037 including, but not limited to, replacement of a one-story concession stand with a new concession stand/café, recreational rental facility, restroom facility, public picnic area, public promenade area, and public play area, including in the event that the development is threatened with damage or destruction from waves, erosion, storm conditions, liquefaction, bluff retreat, landslides, or other coastal hazards in the future, and as may be exacerbated by sea level rise. By acceptance of this Permit, the applicant hereby waives, on behalf of itself and all successors and assigns, any rights to construct such devices that may exist under applicable law.
- B. By acceptance of this Permit, the applicant further agrees, on behalf of itself and all successors and assigns, that the landowner shall remove the development authorized by this Permit if any government agency has ordered that the structures are not to be occupied due to

## **COASTAL DEVELOPMENT PERMIT**

any of the hazards identified above, or if any public agency requires the structures to be removed. The approved project may be constructed and used consistent with the terms and conditions of this permit for only as long as it remains safe for occupancy. The permittee shall obtain a coastal development permit for removal of approved development unless the Executive Director provides a written determination that no coastal development permit is legally required.

- C. Prior to removal/relocation, the permittee shall submit two copies of a Removal/Relocation Plan to the Executive Director for the review and written approval. The Removal/Relocation Plan shall clearly describe the manner in which such development is to be removed/relocated and the affected area restored so as to best protect coastal resources, including the Pacific Ocean.



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## **NOTICE OF FINAL ACTION**

**Application No.:** 1703-10 (SPR17-077, CUP17-018)

**Project Location:** 780 E. Shoreline Drive

**Applicant:** City of Long Beach Public Works Dept.  
c/o Tony Resendez  
333 W. Ocean Blvd 9<sup>th</sup> Floor  
Long Beach, CA 90802

**Permit(s) Requested:** Modification to Approved Permit

**Project Description:** Modification to Condition No. 6 of previously approved permit, revising minimum number of on-site parking spaces from 155 to 150 spaces.

**Action was taken by the:** Zoning Officer:  
October 24, 2018

**Decision:** Conditionally Approved

**Action is final on:** November 5, 2018

This project is not in the Coastal Zone.

See other side for City of Long Beach and California Coastal Commission appeal procedures and time limits.

Christopher Koontz, AICP  
Planning Bureau Manager

Craig Chalfant, Planner  
Phone No.: (562) 570-6368

District: 2

## APPEALS TO THE CITY PLANNING COMMISSION AND/OR TO THE CITY COUNCIL

- A. Any aggrieved person may appeal a decision on a project that required a public hearing.
- B. An appeal must be filed within ten (10) calendar days after decision.
- C. An appeal shall be filed with Long Beach Development Services on a form provided by that Department with the appropriate filing fee.
- D. A public hearing on an appeal shall be held within sixty (60) calendar days after Long Beach Development Services receives a completed appeal form or after the City Clerk receives the appeal from Long Beach Development Services.
- E. A notice of the public hearing on the appeal shall be mailed by Long Beach Development Services to the applicant, all persons entitled to mailed notice, and any known aggrieved person not less than fourteen (14) calendar days prior to the hearing.
- F. The Planning Commission shall have jurisdiction on appeals from the decisions of the Current Planning Officer and the Cultural Heritage Commission and the City Council shall have jurisdiction on appeals from the Planning Commission.
- G. Except for appeals to the Coastal Commission for projects located seaward of the appealable area boundary and appeals to the City Council of local coastal development permits on developments regulated under the City's Oil Code, there shall be no further appeals after a decision on an appeal.
- H. You are hereby provided notice that the time within which judicial review of the herein reported decision must be sought is governed by Section 1094.6 of the California Code of Civil Procedure.

## APPEALS TO THE COASTAL COMMISSION

All actions on local coastal development permits seaward of the appealable area boundary may be appealed by any aggrieved person to the Coastal Commission according to the procedures of the Coastal Commission, provided that all local appeals have been exhausted and no fee was charged the appellant for such appeal, by filing such appeal at the Coastal Commission offices, 200 Oceangate, 10<sup>th</sup> Floor, Long Beach, CA 90802-4302.

Long Beach Development Services  
333 W. Ocean Blvd., 5th Floor  
Long Beach, CA 90802

**CONDITIONS OF APPROVAL  
APPLICATION No. 1703-10  
Site Plan Review SPR17-077  
Conditional Use Permit CUP17-018  
780 E. Shoreline Drive  
Date: October 24, 2018**

1. This permit and all development rights hereunder shall terminate two years from the effective date (final action date) of this permit unless construction is commenced or a time extension is granted, based on a written and approved request submitted prior to the expiration of the two year period as provided in Section 21.21.406 of the Long Beach Municipal Code.
2. This permit shall be invalid if the owner(s) and applicant(s) have failed to return written acknowledgment of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date). Prior to the issuance of a building permit, the applicant shall submit a revised set of plans reflecting all of the design changes set forth in the conditions of approval to the satisfaction of the Director of Development Services.
3. If, for any reason, there is a violation of any of the conditions of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.

**Special Site Plan Review Conditions:**

4. This Site Plan Review approval allows the replacement of the existing concession stand and café on the project site with three new buildings, an outdoor recreational area, and improvement to the southern portion of the existing on-site surface parking lot within the project site located at 780 E. Shoreline Drive. Building A, the concession stand/cafe, would total 4,315 square feet with a maximum building height of 27 feet. This building would consist of a semi-enclosed ground level and an open outdoor roof deck. The 3,380-square-foot first floor would feature a restaurant/café, kitchen, and restroom facilities. Building B, a restroom and storage facility, would total 817 square feet with a 12-foot building height. Building C, the recreational rental equipment storage building, would total 430 square feet with a 12-foot building height.

This Site Plan Review approval would also allow improvement of an outdoor recreational area in the southern portion of the project site, addition of a

landscaped median between the existing pedestrian and bicycle pathway and an additional dedicated bicycle lane further south of the pedestrian path on the beach, and improvements to the southern portion of the existing on-site surface parking lot including expansion from 146 spaces to 155 spaces through replacement of 3 spaces and 6 new spaces along with a new drop-off area.

The project shall be developed in accordance with the plans submitted and filed under Application No. 1703-10/SPR 17-077. Project site development would be in full compliance with all applicable development standards of the Park (P) zoning district.

5. The applicant shall be in full compliance with all Mitigation Measures specified in the Mitigation Monitoring and Reporting Program for Mitigated Negative Declaration ND 07-17 (State Clearinghouse No. 2017091025).
6. A minimum of **150** on-site parking spaces shall be permanently maintained and in useful operation on the project site. The number of Electric Vehicle (EV) charging stations and spaces shall meet California Green Building Standards Code Chapter 5 Section 5.106.5.3 requirements.
7. A minimum of 25 bicycle spaces shall be provided for and maintained on the project site. The type, spacing and placement of exterior bicycle racks shall follow the guidelines of the Bicycle Master Plan to the satisfaction of the Director of Development Services.
8. Noise levels emanating from the project's open space areas shall not exceed applicable noise standards specified in Long Beach Municipal Code Section 8.80.150 Exterior Noise Limits.
9. Prior to start of any demolition or construction activities, the applicant shall submit a construction plan for pedestrian and bicyclist protection, construction area perimeter fencing, construction staging, and routing of construction vehicles.
10. The applicant shall maintain a refuse and recycling receptacle location by the southeastern end of the on-site parking lot as shown on the plans submitted and filed under Application No. 1703-10/SPR17-077. All refuse and recycling receptacles shall be subject to the standards and requirements of Long Beach Municipal Code Section 8.60.
11. Prior to issuance of any building permits, the applicant shall obtain approval of a Coastal Development Permit from the California Coastal Commission.

### **Special Conditional Use Permit Conditions**

12. The uses permitted on the subject site under Application No. 1703-10/CUP 17-018, in addition to the other uses permitted in the Park (P) District, shall be alcoholic beverage sales with permitted or conditionally permitted uses, restaurants with or without alcoholic beverage sales, and Commercial Recreation uses as defined in Zoning Code Section 21.15.565.
13. Patrons shall be required to show valid identification to verify age at the point of sale for alcohol.
14. Alcoholic beverages shall be dispensed, sold, and served in containers that are easily distinguishable from non-alcoholic beverage containers.
15. All sales or service of alcoholic beverages in the licensed premises shall be made only from the concession counter. No deliveries of alcoholic beverages shall be permitted. The sale of alcoholic beverages for consumption off-premises is strictly prohibited.
16. The applicant shall post and maintain professional quality signs measuring 12 inches by 12 inches with lettering no smaller than 2 inches in height that read "No Alcoholic Beverages Beyond This Point" at all building and outdoor dining exits.
17. The hours of operation shall be set at the discretion of the Director of Development Services. The sale of alcoholic beverages shall stop one hour prior to the close of the business.
18. Windows shall not be obscured by placement of signs, dark window tinting, shelving, racks or similar obstructions.
19. There shall be no exterior advertising or sign of any kind, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages.
20. The applicant shall maintain full compliance with all applicable laws, Alcoholic Beverage Control (ABC) regulations, ordinances and stated conditions. In the event of a conflict between this permit and ABC license requirements, the more stringent regulation shall apply.
21. No publicly accessible telephones shall be maintained on the exterior of the premises. Any existing publicly accessible telephones shall be removed.

22. Exterior security lighting shall be installed and maintained to the satisfaction of the Long Beach Police and Development Services Departments.
23. The operator of the approved use shall prevent loitering in the project site, including landscaping areas serving the use, during and after hours of operation. The operator must clean all walkway areas of trash and debris on a daily basis. Failure to comply with this condition shall be grounds for permit revocation. If loitering and/or noise problems develop, the Director of Development Services may require additional preventative measures such as, but not limited to, additional security lighting and video surveillance.
24. The operator shall install exterior video security cameras and adequate video surveillance to the surrounding area. The cameras shall record video for a minimum of 30 days and be made available to the Long Beach Police Department (LBPd) upon request. A Public Internet Protocol (IP) address and user name/password to allow the LBPd to view recorded video from the cameras over the Internet. The operator shall also provide LBPd the ability to view live stream video surveillance. All video security cameras shall be installed to the satisfaction of the LBPd Police Chief, Director of Technology Services, and Director of Development Services.
25. No exterior recycling center or exterior vending machines shall be permitted on the project site.

#### **Standard Conditions**

26. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions which are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
27. The applicant shall submit a Master Sign Program for review and approval by the Director of the Development Services Department.
28. Prior to the issuance of a building permit, the applicant shall submit complete landscaping and irrigation plans for the review and approval of the Director of Development Services. The landscaping plan shall be in full compliance with Zoning Code Chapter 21.42 and shall include drought tolerant street trees to be installed consistent with the specifications of the Street Tree Division of the Department of Public Works. Approved root guards shall be provided for all street trees.
29. All conditions of approval must be printed verbatim on all plans submitted for plan review to the Development Services Department. These conditions



must be printed on the site plan or a subsequent reference page.

30. The Director of Development Services is authorized to make minor modifications to the project plans or to any of the conditions of approval if such modifications shall not significantly change/alter the approved project. Any major modifications shall be reviewed by the Site Plan Review Committee or Zoning Administrator, respectively.
31. The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants. This shall encompass the maintenance of exterior facades of the building, designated parking areas serving the use, fences and the perimeter of the site (including all public parkways).
32. All structures shall conform to the Long Beach Building Code requirements. Notwithstanding this subject permit, all other required permits from the Building Bureau must be secured.
33. Any graffiti found on site must be removed within 24 hours of its appearance.
34. Separate building permits are required for signs, fences, retaining walls, flagpoles, pole mounted yard lighting foundations and planters.
35. All construction refuse containers and dumpsters shall be permitted on-site only during the hours of construction activities and shall be removed from the project site every day at the end of the daily construction activities.
36. All required utility easements shall be provided to the satisfaction of the concerned department or agency.
37. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
  - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
  - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
  - c. Sundays: not allowed
38. Any off-site improvements found to be damaged shall be replaced to the Director of Public Works.
39. Site development, including landscaping, shall conform to the approved plans on file in the Development Services Department. The applicant shall comply with all comments from Long Beach Police, Fire, Gas & Oil, and Public Works Departments and the Building Bureau. At least one set of approved plans containing Planning, Building, Fire, and, if applicable, Health

Department stamps shall be maintained at the job site, at all times for reference purposes during construction and final inspection.

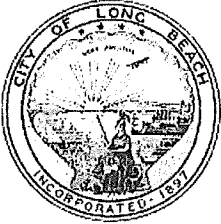
40. Prior to the issuance of a building permit, the applicant must depict all utility apparatus, such as, but not limited to, backflow devices and Edison transformers, on both the site plan and the landscape plan. These devices shall not be located in any front, side, or rear yard area that is adjacent to a public street. Furthermore, this equipment shall be properly screened by landscaping or any other screening method approved by the Director of Development Services.
41. Where feasible, all landscaped areas shall be planted with drought tolerant plant materials. All landscaped areas shall be provided with water conserving automatic irrigation systems designed to provide complete and adequate coverage to sustain and promote healthy plant life. The irrigation system shall not cause water to spray or flow across a public sidewalk.
42. All landscaped areas must be maintained in a neat and healthy condition, including public parkways and street trees. Any dying or dead plant materials must be replaced with the minimum size and height plant(s) required by Chapter 21.42 (Landscaping) of the Zoning Regulations. At the discretion of City officials, a yearly inspection shall be conducted to verify that all irrigation systems are working properly and that the landscaping is in good healthy condition. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by City Council.
43. Exterior security bars and roll-up doors applied to windows and pedestrian building entrances shall be prohibited.
44. The project site shall provide appropriate security lighting with light and glare shields so as to avoid any light intrusion onto adjacent or abutting buildings and surrounding areas pursuant to Section 21.41.259. Other security measures may be required to be provided to the satisfaction of the Long Beach Police Department.
45. All rooftop mechanical equipment shall be fully screened from public view. Said screening must be architecturally compatible with the building in terms of theme, materials, colors and textures. If the screening is not specifically designed into the building, a rooftop mechanical equipment plan must be submitted showing screening and must be approved by the Director of Development Services and the Building Bureau prior to the issuance of a building permit.
46. Adequately sized trash enclosure(s) shall be designed and provided for this

project as per Section 21.46.080 of the Long Beach Municipal Code. The designated trash area shall not abut a street or public walkway and shall be placed at an inconspicuous location on the project site.

47. Approval of this development project is expressly conditioned upon payment (prior to building permit issuance or prior to Certificate of Occupancy, as specified in the applicable Ordinance or Resolution for the specific fee) of impact fees, connection fees and other similar fees based upon additional facilities needed to accommodate new development at established City service level standards, including, but not limited to, sewer capacity charges, Park Fees and Transportation Impact Fees.
48. The applicant shall file a separate plan check submittal to the Long Beach Fire Department for their review and approval prior to the issuance of a building permit.
49. The plans submitted for plan review must explicitly call out and describe all materials, textures, accents, colors, window, door, planter, and paving details that were approved by the Site Plan Review Committee and/or the Planning Commission. No substantial changes shall be made without prior written approval of the Site Plan Review Committee and/or the Planning Commission.
50. All grading and construction activities shall conform to Rule 403 of the South Coast Air Quality Management District and shall include the following:
  - a. Use water trucks and hoses to wet exposed and graded areas at least twice daily with complete coverage on all active areas and periodic wash-downs of public streets in the vicinity of all entrances and exits to the project site. Increase frequency of watering to three or more times per day whenever winds exceed 15 miles per hour, and cease grading activities during period of winds greater than 30 miles per hour.
  - b. Water material being excavated and stockpiled.
  - c. Water grading and cover materials being transported.
  - d. Maintain grading and construction equipment in proper tune.
  - e. Schedule truck trips to avoid peak hours (7-9 a.m. and 4-6 p.m., weekdays).
  - f. Discontinue construction during stage II smog alerts (ozone more than or equal to 0.35 ppm.)
  - g. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
    - Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
    - Saturday: 9:00 a.m. - 6:00 p.m.; and

Sundays: not allowed

51. Prior to issuance of a building permit, please contact the Gas and Oil Department for information on gas meter location requirements.
52. The project shall fully comply with all applicable provisions of Section 21.64.030, Transportation Demand and Trip Reduction Measures, of the Long Beach Municipal Code, to the satisfaction of the Director of the Development Services Department.
53. As a condition of any City approval, 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, or employees to attack, set aside, void, or annul the approval of the City concerning the processing of the proposal/entitlement or any action relating to, or arising out of, such approval. At the discretion of the City and with the approval of the City Attorney, a deposit of funds by the applicant may be required in an amount sufficient to cover the anticipated litigation costs.



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# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## Conditions of Approval Acknowledgement

October 29, 2018

Application No.: 1703-10 (SPR17-077, CUP17-018)

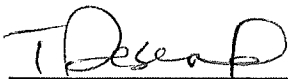
City of Long Beach  
Public Works Dept.  
c/o Tony Resendez  
333 W. Ocean Blvd  
Long Beach, CA 90802

Project address: 780 E. Shoreline Drive

Dear Applicant:

Please have the owner(s) of the property sign this document. It is vital to your project that this form be returned promptly to the project planner so that it can be placed in the case file and you can initiate the plan review process. Please feel free to make a copy for your files.

**"We have read the attached Conditions of Approval and will comply with all such conditions. I realize that violation of any of the conditions is cause for revocation of the approval. I also realize that the approval is based on specific building plans, as indicated in the Conditions of Approval, and that any deviation from these plans without prior written approval from the Site Plan Review Committee will result in denial of final construction approval until such time that the construction is restored to the approved design. Finally, I will notify all architects, designers, contractors, sub-contractors employed by me, and I will notify any successors in interest of all these conditions and of this acknowledgement."**

  
\_\_\_\_\_  
Applicant's Signature

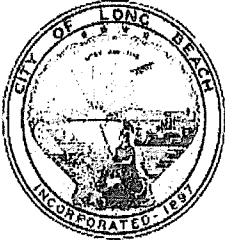
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Owner's Signature

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Date

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Owner's Signature

\_\_\_\_\_  
Date



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## NOTICE OF FINAL ACTION

**Application No.:** 1703-10 (SNP18-007)

**Project Location:** 780 E. Shoreline Drive

**Applicant:** City of Long Beach Public Works Dept.  
c/o Tony Resendez  
333 W. Ocean Blvd 9<sup>th</sup> Floor  
Long Beach, CA 90802

**Permit(s) Requested:** Master Sign Program

**Project Description:** Master Sign Program for the Alamitos Beach Concession Stand Project.

**Action was taken by the:** Zoning Officer:  
October 24, 2018

**Decision:** Conditionally Approved

**Action is final on:** November 5, 2018

This project is in the Coastal Zone, and project is in California Coastal Commission Original Permit Jurisdiction.

See other side for City of Long Beach and California Coastal Commission appeal procedures and time limits.

Handwritten signature of Christopher Koontz in black ink.

Christopher Koontz, AICP  
Planning Bureau Manager

Handwritten signature of Craig Chalfant in black ink.

Craig Chalfant, Planner  
Phone No.: (562) 570-6368

District: 2

## APPEALS TO THE CITY PLANNING COMMISSION AND/OR TO THE CITY COUNCIL

- A. Any aggrieved person may appeal a decision on a project that required a public hearing.
- B. An appeal must be filed within ten (10) calendar days after decision.
- C. An appeal shall be filed with Long Beach Development Services on a form provided by that Department with the appropriate filing fee.
- D. A public hearing on an appeal shall be held within sixty (60) calendar days after Long Beach Development Services receives a completed appeal form or after the City Clerk receives the appeal from Long Beach Development Services.
- E. A notice of the public hearing on the appeal shall be mailed by Long Beach Development Services to the applicant, all persons entitled to mailed notice, and any known aggrieved person not less than fourteen (14) calendar days prior to the hearing.
- F. The Planning Commission shall have jurisdiction on appeals from the decisions of the Current Planning Officer and the Cultural Heritage Commission and the City Council shall have jurisdiction on appeals from the Planning Commission.
- G. Except for appeals to the Coastal Commission for projects located seaward of the appealable area boundary and appeals to the City Council of local coastal development permits on developments regulated under the City's Oil Code, there shall be no further appeals after a decision on an appeal.
- H. You are hereby provided notice that the time within which judicial review of the herein reported decision must be sought is governed by Section 1094.6 of the California Code of Civil Procedure.

## APPEALS TO THE COASTAL COMMISSION

All actions on local coastal development permits seaward of the appealable area boundary may be appealed by any aggrieved person to the Coastal Commission according to the procedures of the Coastal Commission, provided that all local appeals have been exhausted and no fee was charged the appellant for such appeal, by filing such appeal at the Coastal Commission offices, 200 Oceangate, 10<sup>th</sup> Floor, Long Beach, CA 90802-4302.

Long Beach Development Services  
333 W. Ocean Blvd., 5th Floor  
Long Beach, CA 90802

## **MASTER SIGN PROGRAM FINDINGS**

**Application. No. 1703-10, SNP 18-007**

**Date: October 24, 2018**

Pursuant to Chapter 21.44 of the Long Beach Municipal Code, the Site Plan Review Committee shall not approve a Master Sign Program unless positive findings are made consistent with the criteria set forth in the Master Sign Program regulations.

- 1. ALL SIGNS IN THE MASTER SIGN PROGRAM ARE DESIGNED IN SUCH A MANNER SO AS TO BE INTERNALLY CONSISTENT, COORDIANATED, AND WHOLE WITHIN THEMSELVES, AND HARMONIOUS WITH ANY EXISTING SIGNS REMAINING ON THE SITE;**

The Master Sign Program will establish the allowable sign types and parameters acceptable for the site and will ensure sign consistency throughout the Alamitos Beach Concession Stand project area. Additionally, design standards are incorporated in the Alamitos Beach Concession Building Signage Guidelines dated October 23, 2018 that set forth a consistent design pattern for all project site signage.

- 2. ANY EXISTING SIGNS ON THE SITE, IF THEY ARE TO REMAIN, ARE OF HIGH QUALITY DESIGN AND MATERIALS, AND COMPLEMENT THE EXISTING OR PROPOSED BUILDING AND ARCHITECTURE, AND WILL BE COMPLEMENTED BY THE NEW SIGNS IN THE SIGN PORGRAM AS WELL;**

No existing signs would remain on the project site. The proposed signage will create a high-quality design and use of high quality materials that will complement this beach concession stand architecture design.

- 3. ALL SIGNS IN THE SIGN PROGRAM WILL COMPLEMENT AND ENHANCE THE ARCHITECTURAL THEME OF THE SUBJECT PROPERTY; AND**

The Master Sign Program has been developed to allow for a consistent sign design throughout the Alamitos Beach Concession Stand project area. Additionally, all signs submitted for approval under the Master Sign Program shall be evaluated by the City of Long Beach to prevent any detrimental effects to the architectural theme of the subject site.

- 4. ALL SIGNS IN THE SIGN PROGRAM COMPLY WITH THE STANDARDS OF THIS CHAPTER, UNLESS SPECIFIC EXEMPTIONS HAVE BEEN GRANTED IN THE INTEREST OF ENHANCED DESIGN AND COMPATIBILITY, AND SUCH EXEMPTIONS ARE NOT CONTRARY TO THE INTENT OF THIS CHAPTER.**

As conditionally approved, the Master Sign Program will comply with all applicable sign standards and fulfill the intent of this Chapter.



**MASTER SIGN PROGRAM  
CONDITIONS OF APPROVAL  
Application No. 1703-10, SNP 18-007  
Date: October 24, 2018**

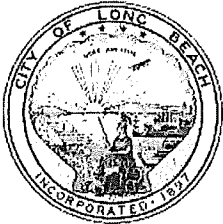
1. This permit and all development rights hereunder shall terminate two years from the effective date of this permit unless construction is commenced or a time extension is granted, based on a written request approved by the Zoning Administrator, submitted prior to the expiration of the one year period as provided in Section 21.21.406 of the Long Beach Municipal Code.
2. This approval is for a Master Sign Program for the Alamitos Beach Concession Stand Project (Application No. 1703-10, SNP 18-007). This approval applies to all signs provided in the Alamitos Beach Concession Building Signage Guidelines dated October 23, 2018, with the exception of the Long Beach Big Sign (Sign Type S16) and the Pylon Sign (Sign Type S33), which are subject to a separate Creative Sign Permit under CSP 18-003.
3. This permit shall be invalid if the owner(s) and/or applicant(s) have failed to return written acknowledgment of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date or, if in the appealable area of the Coastal Zone, 21 days after the local final action date). Prior to the issuance of a building permit, the applicant shall submit a revised set of plans reflecting all of the design changes set forth in the conditions of approval to the satisfaction of the Zoning Administrator.
4. If, for any reason, there is a violation of any of the conditions of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.
5. All conditions of approval must be printed verbatim on all plans submitted for plan review to Long Beach Development Services. These conditions must be printed on the site plan or a subsequent reference page.
6. A set of scaled plans shall be submitted for the building permit at no less than 1/8" = 1'0". The plans shall include a section plan from the side showing how the sign is attached to the building.
7. The Long Beach Development Services Department Director is authorized to make minor modifications to the approved design plans or to any of the conditions of approval if such modifications shall not significantly

change/alter the approved design/project. Any major modifications shall be reviewed by the Zoning Administrator or Planning Commission, respectively.

8. Site development, including landscaping, shall conform to the approved plans on file with Long Beach Development Services. At least one set of approved plans containing Planning, Building, Fire, and, if applicable, Health Department stamps shall be maintained at the job site, at all times for reference purposes during construction and final inspection.
9. All structures shall conform to the Long Beach Building Code requirements. Notwithstanding this subject permit, all other required permits from the Building Bureau must be secured.
10. Separate building permits are required for signs, fences, retaining walls, trash enclosures, flagpoles, pole-mounted yard lighting foundations and planters.
11. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
  - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
  - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
  - c. Sundays: not allowed
12. Any off-site improvements found to be damaged shall be replaced to the satisfaction of the Director of Public Works.
13. All signs addresses shall correspondent to the official address range established for the subject site and reflect the addressing associated with the pattern of the street. Any new address proposal shall be reviewed and processed by the Building Bureau through a "Change of Address Request" form.
14. No off-premise signs are allowed under this Master Sign Permit.
15. No illumination of any signs on the project site shall be permitted when the concession stand is not open for business and under no circumstances shall any illumination of any signs on the project site be permitted between the hours of 10:00 PM and 7:00 AM.
16. The applicant shall defend, indemnify, and hold harmless the City of Long Beach, its agents, officers, and employees from any claim, action, or proceeding against the City of Long Beach or its agents, officers, or employees brought to attack, set aside, void, or annul an approval of the City of Long Beach, its advisory agencies, commissions, or legislative body concerning this project. The City of Long Beach will promptly notify the

applicant of any such claim, action, or proceeding against the City of Long Beach and will cooperate fully in the defense. If the City of Long Beach fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Long Beach.

CC



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## Conditions of Approval Acknowledgement

October 29, 2018

Application No.: 1703-10 (SNP18-007)


City of Long Beach  
Public Works Dept.  
c/o Tony Resendez  
333 W. Ocean Blvd  
Long Beach, CA 90802

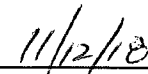
Project address: 780 E. Shoreline Drive

Dear Applicant:

Please have the owner(s) of the property sign this document. It is vital to your project that this form be returned promptly to the project planner so that it can be placed in the case file and you can initiate the plan review process. Please feel free to make a copy for your files.

**"We have read the attached Conditions of Approval and will comply with all such conditions. I realize that violation of any of the conditions is cause for revocation of the approval. I also realize that the approval is based on specific building plans, as indicated in the Conditions of Approval, and that any deviation from these plans without prior written approval from the Site Plan Review Committee will result in denial of final construction approval until such time that the construction is restored to the approved design. Finally, I will notify all architects, designers, contractors, sub-contractors employed by me, and I will notify any successors in interest of all these conditions and of this acknowledgement."**

  
\_\_\_\_\_  
Applicant's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • FAX (562)570-6068

## NOTICE OF FINAL ACTION

**Application No.:** 1703-10 (CSP18-003)

**Project Location:** 780 E. Shoreline Drive

**Applicant:** City of Long Beach Public Works Dept.  
c/o Tony Resendez  
333 W. Ocean Blvd 9<sup>th</sup> Floor  
Long Beach, CA 90802

**Permit(s) Requested:** Creative Sign Permit

**Project Description:** Creative Sign Permit for the Alamitos Beach Concession Stand Project.


**Action was taken by the:** Zoning Officer:  
October 24, 2018

**Decision:** Conditionally Approved

**Action is final on:** November 5, 2018

This project is not in the Coastal Zone.

See other side for City of Long Beach and California Coastal Commission appeal procedures and time limits.

  
Christopher Koontz, AICP  
Planning Bureau Manager

  
Craig Chalfant, Planner  
Phone No.: (562) 570-6368

District: 2

## APPEALS TO THE CITY PLANNING COMMISSION AND/OR TO THE CITY COUNCIL

- A. Any aggrieved person may appeal a decision on a project that required a public hearing.
- B. An appeal must be filed within ten (10) calendar days after decision.
- C. An appeal shall be filed with Long Beach Development Services on a form provided by that Department with the appropriate filing fee.
- D. A public hearing on an appeal shall be held within sixty (60) calendar days after Long Beach Development Services receives a completed appeal form or after the City Clerk receives the appeal from Long Beach Development Services.
- E. A notice of the public hearing on the appeal shall be mailed by Long Beach Development Services to the applicant, all persons entitled to mailed notice, and any known aggrieved person not less than fourteen (14) calendar days prior to the hearing.
- F. The Planning Commission shall have jurisdiction on appeals from the decisions of the Current Planning Officer and the Cultural Heritage Commission and the City Council shall have jurisdiction on appeals from the Planning Commission.
- G. Except for appeals to the Coastal Commission for projects located seaward of the appealable area boundary and appeals to the City Council of local coastal development permits on developments regulated under the City's Oil Code, there shall be no further appeals after a decision on an appeal.
- H. You are hereby provided notice that the time within which judicial review of the herein reported decision must be sought is governed by Section 1094.6 of the California Code of Civil Procedure.

## APPEALS TO THE COASTAL COMMISSION

All actions on local coastal development permits seaward of the appealable area boundary may be appealed by any aggrieved person to the Coastal Commission according to the procedures of the Coastal Commission, provided that all local appeals have been exhausted and no fee was charged the appellant for such appeal, by filing such appeal at the Coastal Commission offices, 200 Oceangate, 10<sup>th</sup> Floor, Long Beach, CA 90802-4302.

Long Beach Development Services  
333 W. Ocean Blvd., 5th Floor  
Long Beach, CA 90802

**CREATIVE SIGN PERMIT FINDINGS**  
**Application No. 1703-10, CSP 18-003**  
**October 24, 2018**

The Site Plan Review Committee shall not approve a Creative Sign Permit unless the proposed sign meets the following design criteria (in addition to the findings required in Chapter 21.25—Specific Procedures).

- 1. DESIGN QUALITY. THE SIGN SHALL:**
  - a. CONSTITUTE A SUBSTANTIAL AESTHETIC IMPROVEMENT TO THE SITE AND SHALL HAVE A POSITIVE VISUAL IMPACT ON THE SURROUNDING AREA;**
  - b. BE OF UNIQUE DESIGN, AND EXHIBIT A HIGH DEGREE OF IMAGINATION, INVENTIVENESS, SPIRIT, AND THOUGHTFULNESS; AND**
  - c. PROVIDE STRONG GRAPHIC CHARACTER THROUGH THE IMAGINATIVE USE OF COLOR, GRAPHICS, PROPORTION, QUALITY MATERIALS, SCALE, AND TEXTURE.**

The Long Beach Big Sign (Sign Type S16) would be placed on the rooftop of the Alamitos Beach Concession Stand building and the Pylon Sign (Sign Type 33) would be located by the rinse stations by the southern edge of the project area.

The signs present a unique and thoughtful design accentuating the beach concession stand area with a creative approach to welcoming beach visitors. These maintain visual consistency with the surrounding architecture and signage while creating a memorable placemaking statement in a stylish and tasteful manner.

- 2. CONTEXTUAL CRITERIA. THE SIGN SHALL CONTAIN AT LEAST ONE (1) OF THE FOLLOWING ELEMENTS:**
  - a. CLASSIC HISTORIC DESIGN STYLE;**
  - b. CREATIVE IMAGE REFLECTING CURRENT OR HISTORIC CHARACTER OF THE CITY; OR**
  - c. INVENTIVE REPRESENTATION OF THE LOGO, NAME, OR USE OF THE STRUCTURE OR BUSINESS.**

These signs are an inventive use of the beach concession stand building rooftop to provide an inviting atmosphere when entering this concession stand area.

**3. ARCHITECTURAL CRITERIA. THE SIGN SHALL:**

- a. **UTILIZE OR ENHANCE THE ARCHITECTURAL ELEMENTS OF THE BUILDING; AND**
- b. **BE PLACED IN A LOGICAL LOCATION IN RELATION TO THE OVERALL COMPOSITION OF THE BUILDING'S FACADE AND NOT COVER ANY KEY ARCHITECTURAL FEATURES AND DETAILS OF THE FACADE.**

These signs would enhance the inviting atmosphere of this beach concession stand area and would be placed in logical locations that emphasize the public serving intent of this publicly accessible concession stand.

**4. IMPACTS ON SURROUNDING USES. THE SIGN SHALL BE LOCATED AND DESIGNED NOT TO CAUSE LIGHT AND GLARE IMPACTS ON SURROUNDING USES, ESPECIALLY RESIDENTIAL USES.**

Illumination of these two signs would be designed to ensure no lighting spillover onto surrounding properties. Additionally, no sign illumination would be permitted between the hours of 10:00 PM and 7:00 AM. Therefore, these signs would not cause light or glare impacts on the surrounding uses nor adversely affect nearby residential uses.



**Creative Sign Permit**  
**CONDITIONS OF APPROVAL**  
**Application No. 1703-10, CSP 18-003**  
**Date: October 24, 2018**

**STANDARD CONDITIONS**

1. This permit is for the installation of the Long Beach Big Sign (Sign Type S16) and the Pylon Sign (Sign Type S33) in the dimensions and locations specified in the Alamitos Beach Concession Stand Signage Guidelines dated October 23, 2018. **The lettering font for the Long Beach Big Sign (Sign Type S16) shall be Gotham Medium for the word "Long" and Gotham Bold for the word "Beach."**
2. This permit and all development rights hereunder shall **terminate two years** from the effective date of this permit unless construction is commenced or a time extension is granted, based on a written and approved request submitted prior to the expiration of the one year period as provided in Section 21.21.406 of the Long Beach Municipal Code.
3. This permit shall be invalid if the owner(s) and/or applicant(s) have failed to return **written acknowledgment** of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date or, if in the appealable area of the Coastal Zone, 21 days after the local final action date). Prior to the issuance of any required building permit, the applicant shall submit a revised set of plans reflecting all of the design changes set forth in the conditions of approval to the satisfaction of the Zoning Administrator.
4. If, for any reason, there is a **violation of any of the conditions** of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.
5. In the event of **transfer of ownership** of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
6. The Director of Development Services is authorized to make **minor modifications** to the approved design plans or to any of the conditions of approval if such modifications shall not significantly change/alter the approved design/project. Any major modifications shall be reviewed by the Site Plan

Review Committee or Planning Commission, respectively.

7. Any structures built shall conform to the Long Beach Building Code requirements. Notwithstanding this subject permit, all other required permits from the Building Bureau must be secured.
8. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
  - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
  - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
  - c. Sundays: not allowed

#### **PUBLIC WORKS DEPARTMENT**

9. Prior to the start of any on-site/off-site construction, the applicant shall submit a construction plan for pedestrian protection, construction area perimeter fencing, street lane closures, construction staging, and the routing of construction vehicles (excavation hauling, concrete and other deliveries, etc.).

#### **PUBLIC RIGHT-OF-WAY**

10. The applicant shall construct all off-site improvements needed to provide full ADA accessibility compliance within the adjacent public right-of-way, to the satisfaction of the Director of Public Works. At this stage in the entitlement process the plans are conceptual in nature, and plan check is required for in-depth review of ADA compliancy. As determined during the plan check process, the applicant shall dedicate additional right-of-way necessary to satisfy unfulfilled ADA requirements.

#### **OFF-SITE IMPROVEMENTS**

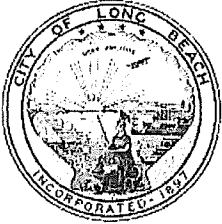
11. The applicant shall be responsible for the maintenance, repair and replacement of off-site improvements abutting the project boundary during construction of the on-site improvements, until final inspection of the on-site improvements by the City. All off-site improvements, adjacent to the development site and/or along the truck delivery route, found damaged as a result of construction activities shall be reconstructed or replaced by the applicant to the satisfaction of the Director of Public Works.
12. All work within the public right-of-way must be performed by a Contractor holding a valid State of California Contractor's License and City of Long Beach Business License, sufficient to qualify the contractor to do work. The Contractor shall have on file with the City Engineer a Certificate of General Liability insurance, and endorsement evidencing minimum City of Long Beach limits of required general

liability insurance.

13. Public improvements shall be constructed in accordance with Public Works construction standards, and per plans reviewed and approved by the Department of Public Works. The City's Public Works Engineering Standard Plans are available online at [www.longbeach.gov/pw/resources/engineering/standard-plans](http://www.longbeach.gov/pw/resources/engineering/standard-plans). Prior to issuance of a building permit, detailed off-site improvement plans shall be prepared by a licensed Civil Engineer, stamped, signed and submitted to Public Works for review and approval.
14. All conditions of approval must be printed verbatim on all plans submitted for plan review to the Department of Public Works.

#### **TRAFFIC AND TRANSPORTATION**

15. The applicant shall contact Long Beach Transit prior to the commencement of work to coordinate design and construction issues, and to ensure that construction does not interfere with transit bus operations.
16. The applicant shall replace any and all traffic signs and mounting poles damaged or misplaced as result of construction activities to the satisfaction of the City Traffic Engineer.
17. The applicant shall repaint all traffic markings obliterated or defaced by construction activities to the satisfaction of the City Traffic Engineer.



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

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## Conditions of Approval Acknowledgement

October 29, 2018

Application No.: 1703-10 (CSP18-003)


City of Long Beach  
Public Works Dept.  
c/o Tony Resendez  
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Long Beach, CA 90802

Project address: 780 E. Shoreline Drive

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\_\_\_\_\_  
Applicant's Signature

11/12/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date