



AGENDA

CITY OF EL MONTE PLANNING COMMISSION

TUESDAY, JULY 28, 2020

7:00 P.M.

CITY HALL EAST – COUNCIL CHAMBERS
11333 VALLEY BOULEVARD

CITY OF EL MONTE PLANNING COMMISSION

CHAIRPERSON
Amy Wong

VICE-CHAIRPERSON
Rafael Gonzalez

COMMISSIONER
Alfredo Nuño

COMMISSIONER
Cesar Peralta

COMMISSIONER
Roberto Estrada Cruz

Members of the public wishing to observe the meeting may do so in one of the following ways:

(1) Turn your TV to Channel 3;

(2) Visit the City's website at:
<http://www.elmonteca.gov/378/council-meeting-videos>

(3) Call-in Conference (669) 900-9128; Meeting ID 931 1489 7932 and then press #. Press # again when prompted for participant ID.

Members of the public wishing to make public comment may do so via the following ways:

(1) Call-in Conference (669) 900-9128; Meeting ID 931 1489 7932 and then press #. Press # again when prompted for participant ID. Once admitted into the meeting, press *9 to request to speak.

(2) Email – All interested parties can submit questions/comments in advance to the Planning Division's general email address: planning@elmonteca.gov. All questions/comments must be received by the Planning Division no later than 3:00 pm, July 28, 2020.

Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.

OPENING OF MEETING

1. Call Meeting to Order
2. Flag Salute
3. Roll Call
4. Approval of Agenda

Phone: (626) 258-8626
www.elmonteca.gov
planning@elmonteca.gov

5. Commission Disclosures**6. Public Comments**

Citizens wishing to address the Planning Commission on land use and development matters may do so at this time. Note that the Commission cannot respond to or take any action on the item.

Citizens wishing to speak on an agenda item will be given the opportunity to speak after the item is presented by staff.

Limit your comments to three (3) minutes. State your name and address for the record.

CONSENT CALENDAR**7. Approval of Modification Committee Minutes**

June 30, 2020 and July 14, 2020

8. Approval of Planning Commission Minutes

June 11, 2020 & June 30, 2020 and July 14, 2020

REGULAR AGENDA**9. Time Extension for Conditional Use Permit (CUP) No.12-17 & Design Review (DR) No.17-19**

Address: 3650 Rockwell Ave/APN:8578-011-024

Request: On July 9, 2019, the Planning Commission adopted Resolution No. 3550 approving Conditional Use Permit No. 12-17 and Design Review No. 17-19 to allow the storage of transportation service vehicles off-site on the northern portion of the abutting property at 10141 Olney Street. Additionally, a Design Review was approved to legalize a 2,624 SF trailer office building for the purpose of providing administrative transportation services at 3650 Rockwell Avenue. The applicant is now requesting a one (1) year time extension to extend the expiration date to July 19, 2021. The request is made pursuant to Chapters 17.22 (design Review) and 17.24 (Conditional Use Permits) of the El Monte Municipal Code (EMMC).

Case Planner: Tony Bu, Senior Planner

Recommendation: Approve a one (1) year time extension with a new expiration date of July 19, 2021.

PUBLIC HEARING

9. Conditional Use Permit (CUP) No. 01-20, Design Review (DR) No. 03-20 & Modification (MOD) No. 12-20

Address: 9915 Garvey Avenue / APN: 8581-019-004

Request: A Conditional Use Permit is requested to convert an existing 3,648± square foot commercial building into a multi-tenant building with three (3) tenant spaces that also includes exterior façade and site improvements. The applicant is also requesting a Design Review for the review of the façade improvements and proposed landscaping; and a Modification is requested to reduce the minimum first-floor building height requirement from 12 feet to nine (9) feet and six (6) inches. The property encompasses approximately 10,000 square feet and is located in the MMU (Mixed/Multi-use) zone. The request is made pursuant to Chapters 17.20, 17.22 and 17.24 of the El Monte Municipal Code (EMMC).

CEQA Recommendation: Article 19. Categorical Exemptions – Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the California Environmental Quality Act of 1970 and the CEQA Guidelines, as amended.

Case Planner: Marlene Vega, Planning Technician

Recommendation: Adopt resolution of approval

Resolution: 3577

10. Design Review No. 05-20 & Development Agreement No. 02-20

Address: 12243 Garvey Avenue/ APN: 8565-004-004

Request: The applicant is requesting to construct a digital billboard on a 28,820 square foot site currently developed with an auto repair business. The billboard will be at the far north (rear) of the site, adjacent to the I-10 San Bernardino Freeway. Entitlements include a Design Review application to review the aesthetics of

the billboard and a Development Agreement between the City of El Monte and Outdoor Associates, LLC. The subject site is zoned General Commercial (C-3) and is located within Area No. 6 of the City's Freeway Overlay Zone. The Planning Commission is the decision maker for the Design Review application and the recommending body for the Development Agreement, with the final determination made by the City Council.

CEQA Recommendation: An Initial Study (IS) and Mitigated Negative Declaration (MND) was adopted by the City Council on July 18, 2017. All potential environmental impacts were reviewed as part of the 2017 MND, therefore, no additional analysis is required

Case Planner: Jason Mikaelian, AICP, Community & Economic Development Deputy Director

Recommendation: Adopt resolution of approval and recommend City Council approve the Development Agreement

Resolution: 3579

13. Director's Report

14. City Attorney's Report

15. Commissioner Comments

NEXT SCHEDULED CITY PLANNING COMMISSION MEETING

Tuesday, August 11, 2020 at 7:00 P.M.

City Hall East – City Council Chambers

Availability of staff reports: Copies of the staff reports or other written documentation relating to each item of business described hereinabove are available on the City's Home Page at www.elmonteca.gov or <https://www.ci.el-monte.ca.us/AgendaCenter/Planning-Commission-2>. You may also call the Planning Division at (626) 258-8626 for more information.

Individuals with special needs: The City of El Monte wishes to assist individuals with special needs. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Division at (626) 258-8626. Notification 48 hours prior to the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting. [28 Code of Federal Regulations 35.102-35.104 ADA Title II]

General explanation of how the meeting is conducted:

1. The staff report is presented by City Planning staff.
2. The City Planning Commissioners ask questions if necessary for clarification.
3. The City Planning Commission Chair opens the public hearing.
4. The applicant makes a presentation to the City Planning Commission.
5. Individuals speaking in favor of the project address the Commission.
6. Individuals speaking against the project address the Commission.
7. The applicant responds to project opponents.
8. The public hearing is closed.
9. City Planning Commission members discuss the project.
10. City Planning Commission members vote on the project.
11. At the next scheduled Commission meeting, which is usually two weeks after the hearing, a resolution confirming the Commission action will be adopted.
12. Any interested party who disagrees with the City Planning Commission decision may appeal the Commission's decision to the City Council within 10 calendar days of the adoption of the resolution. Any appeal filed must be directed to the City Clerk's Office and must be accompanied by a fee of \$2,080.96. Any individual that received notice of this meeting from the City of El Monte will receive notice of an appeal, if one is filed.



MODIFICATION COMMITTEE AGENDA

CITY OF EL MONTE MODIFICATION COMMITTEE

RESULTS

TUESDAY, JUNE 30, 2020

6:00 P.M.

CITY HALL EAST – COUNCIL CHAMBERS
11333 VALLEY BOULEVARD

CITY OF EL MONTE MODIFICATION COMMITTEE

CHAIRPERSON
PLANNING COMMISSIONER
ROBERTO ESTRADA CRUZ

COMMUNITY & ECONOMIC
DEVELOPMENT
DEPUTY DIRECTOR
JASON MIKAELIAN

CHIEF BUILDING OFFICIAL
TODD MORRIS

Due to the COVID-19 “Stay in Place” order by the Governor of California, the general public is encouraged to view the meeting remotely and to submit public comments via e-mail or telephone.

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OPENING OF MEETING

1. **Call Meeting to Order 6:00pm**
2. **Flag Salute Jason C. Mikaelian, AICP, Community and Economic Department Deputy Director**
3. **Roll Call**

Committee Members:

Roberto Estrada Cruz, Planning Commissioner
 Jason C. Mikaelian, AICP, Community and Economic Department Deputy Director
 Todd Morris, Building Official

Other Staff Members:

Cristina Graciano, Associate Planner
 Adrian Perez, Senior Staff Assistant

4. Public Comments

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None

PUBLIC HEARING

5. Modification No. 07-20

Address: 3136 Granada Ave./ APN: 8580-020-027

Request: The Applicant is requesting approval to reduce the required second story setback from five (5) feet to zero (0) feet along the south elevation. The subject site is 4,587 square feet in size and is located in the R1-A (Single Family Residential) zone. The Modification request is made pursuant to Chapter 17.20 (Modification–Variance) of the El Monte Municipal Code (EMMC).

CEQA Determination: Article 19. Categorical Exemptions – Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the California Environmental Quality (CEQA) Act of 1970 and the CEQA Guidelines, as amended.

Case Planner: Cristina Graciano

Recommendation: Approve subject to conditions

Motion by Chairperson Cruz to approve Modification No. 07-20, seconded by Building Official Morris. Motion carried 3-0. Approved with the following conditions:

1. The project shall strictly conform to the plans on file with the City Planning Division and as presented to the Modification Committee on June 30, 2020 and as amended herein.
2. The project shall be in complete compliance with all Building and Safety Division and Fire Department standards.
3. Windows shall be added to the new façade on the south elevation (driveway side)

NEXT SCHEDULED MODIFICATION COMMITTEE MEETING

Tuesday, July 14, 2020 at 6:00 p.m.

Location: To Be Determined

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MODIFICATION COMMITTEE AGENDA

CITY OF EL MONTE MODIFICATION COMMITTEE

RESULTS

TUESDAY, JULY 14, 2020

6:00 P.M.

CITY HALL EAST – COUNCIL CHAMBERS
11333 VALLEY BOULEVARD

CITY OF EL MONTE MODIFICATION COMMITTEE

CHAIRPERSON
PLANNING COMMISSIONER
ROBERTO ESTRADA CRUZ

**COMMUNITY & ECONOMIC
DEVELOPMENT**
DEPUTY DIRECTOR
JASON MIKAELIAN

CHIEF BUILDING OFFICIAL
TODD MORRIS

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OPENING OF MEETING

1. Call Meeting to Order 6:02pm
2. Flag Salute Jason C. Mikaelian, AICP, Community & Economic Development Deputy Director

3. Roll Call

Committee Members:

Roberto Estrada Cruz, Planning Commissioner
 Jason C. Mikaelian, AICP, Community & Economic Development Deputy Director
 Todd Morris, Building Official

Other Staff Members:

Sandra Elias, Assistant Planner
 Adrian Perez, Senior Staff Assistant

4. Public Comments

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None

PUBLIC HEARING

5. Modification No. 09-20

Address: 11672 Killian Street / APN: 8548-002-057

Request: The Applicant is proposing to construct a 212 square foot rear addition to an existing 1,539 square foot, single-family residence. Modification No. 09-20 is requested to reduce the required rear yard setback (south elevation) from 20 feet to 16 feet. The subject site is 6,162 square feet in size and is located in the R-1B (Single Family Residential) zone. The Modification request is made pursuant to Chapter 17.20 (Modification–Variance) of the El Monte Municipal Code (EMMC).

CEQA Determination: Article 19. Categorical Exemptions – Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the California Environmental Quality (CEQA) Act of 1970 and the CEQA Guidelines, as amended.

Case Planner: Sandra Elias

Recommendation: Approve subject to conditions

Motion by Chairperson Cruz to approve Modification No. 07-20, seconded by Building Official Morris. Motion carried 3-0. Approved with the following conditions:

1. The project shall strictly conform to the plans on file with the City Planning Division and as presented to the Modification Committee on July 14, 2020.
2. Plans shall comply with all City Departments/Divisions regulations and guidelines including Building, Engineering, Planning and the Los Angeles County Fire Department.
3. No future requests for additions shall be permitted, including but not limited to, shade structures.
4. Rear and front yard setbacks shall have properly maintained landscape areas.
5. Rear addition shall be finished to match the existing dwelling.

NEXT SCHEDULED MODIFICATION COMMITTEE MEETING

Tuesday, July 28, 2020 at 6:00 p.m.

Location: To Be Determined

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**ACTION MINUTES FOR THE PLANNING COMMISSION MEETING HELD ON
TUESDAY, JUNE 11, 2020 AT CITY HALL COUNCIL CHAMBERS
11333 VALLEY BOULEVARD, EL MONTE, CALIFORNIA**

- 1. Call Meeting to Order** – Meeting was called to order by Chair Wong at 7:08 p.m.
- 2. Flag Salute** – The Flag Salute was led by Chair Wong.
- 3. Roll Call** – The roll call was led by Community and Economic Deputy Development Director Mikaelian.

Commissioners present: Gonzalez (in-person), Wong (virtual) and Peralta (virtual)

Commissioners late: Nuño (Virtual)

Commissioners absent: Cruz

Staff present: Community and Economic Development Director Donavanik
Community and Economic Development Deputy Director Mikaelian
Chief Building Official Morris
Deputy City Attorney Vasquez
Senior Planner Bu

4. Approval of Agenda:

Motion: by Commissioner Gonzalez to approve agenda. The motion seconded by Commissioner Peralta.

Motion carried 3 - 0.

5. Commission Disclosures:

None

6. Public Comments:

None

PUBLIC HEARINGS

7. Tentative Parcel Map No. 83105, Design Review No. 03-20, Density Bonus No. 01-20, Affordable Housing Concession No. 01-20, Affordable Housing Concession No. 02-20, and Affordable Housing Concession No. 03-20 — 3637 and 3649 Tyler Avenue

The applicant is requesting to construct a four-story transit-oriented affordable housing complex at 3637 and 3649 Tyler Avenue. The subject site is approximately 27,884 square feet in size and is located in the “Station Sub-Area” of the “Downtown Main Street Transit-Oriented District Specific Plan”. The proposed project will consist of a total of 53 apartment units (including a manager’s unit) with 25 one-bedroom, 14 two-bedroom, and 14 three-bedroom units. A total of 50 parking spaces will be provided within a subterranean parking structure with access along Railroad Street that includes: 42 open parking spaces, four (4) ADA spaces, and four (4) rideshare spaces. Other proposed site amenities include an entry courtyard with seating and a tot-lot, a community garden, a lobby, after school area, lounge, recreational rooms, staff office space, and central laundry facilities. Requested entitlements consist of: 1) Tentative Parcel Map to consolidate multiple parcels; 2) Design Review to review the architecture and landscaping of the proposed development; 3) Density Bonus to exceed the maximum allowable density as part of an affordable housing project; 4) Affordable Housing Concession to reduce the private open space requirements; 5) Affordable Housing Concession to reduce the minimum first-floor building height requirement; and 6) Affordable Housing Concession to deviate from building setback requirements. This request is made pursuant to the requirements of Chapters 16.12, 17.22, and 17.85 of the El Monte Municipal Code (EMMC).

- Senior Planner Bu provided a presentation.
- Commissioner Nuño joined the meeting at 7:52 pm

PUBLIC COMMENTS:

None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- Playground
 - Likes the playground, asked if any other options were considered. He was concerned with the safety of children.
 - Any consideration to integrate the workout equipment throughout the project site instead of concentrating them to one area? If the equipment is spread out throughout the site, it could create a track for residents.
 - Any modern and interactive playground design available? Current design is very 1980’s.
- COVID-19
 - How is Covid-19 effecting this type of projects and what measures will be taken to plan around the pandemic?

- Commissioner Gonzalez reflected on how future developments and the development standards we hold developers to might change due to the current pandemic.
- Steve Hernandez (CCF) responded that the development will take time to complete and hopefully soon there will be a cure for the pandemic. It is coincidental that the open space proposed allows residents or the public to spread out far enough while still enjoying the park. CCF is learning and incorporating the CDC and Los County Department of Health guidelines to help keep our residents safe. “We are also willing to add as a condition of approval that we would need to submit and receive approval for the parking plan prior to pulling building permits.”
- George Lopez (CCF) notes that Covid-19 is a big undertaking right now. CCF and all of its departments are working towards making development construction safer and making improvement for better living conditions during this difficult time.
- Manuel Salazar (Architect) reflects how Covid-19 will change design practices by focusing on allowing open space to be ample and segmented so that it is not all consolidated in one area. The current design could meet the Covid-19 distance standards.

Commissioner Peralta Comments/Questions related to:

- Trash
 - The accessibility to the trash enclosure is a concern.
 - Accessibility to the proposed mobility stalls near the trash enclosure is a concern.
- Mobility stalls
 - Suggested to consolidate the two (2) mobility areas into one (1) area/location.
- Parking
 - What is the contingency plan for 53 residential units and only roughly 40 parking stalls?
 - Who assigns parking stalls?
 - Concerned there will be a lack of parking for residents within the development.
 - Suggested a condition requiring one (1) parking stall for each residential unit.
 - There needs to be a plan for the parking management or a contingency plan.
 - There was a previous project that had similar parking proposed, the project opened up and it did not have enough parking on site and the residents started to park in the adjacent parking lots and started overwhelming the youth centers, store parking lots, etc.
 - Wants confirmation that a parking plan or contingency plan is in place.
 - Wants proof, research, or plan in place showing that the proposed parking layout will be effective.

Commissioner Nuño Comments/Questions related to:

- Trash
 - Did staff consider designing the building to contain a trash chute?
- Fencing
 - Material

- Currently proposed as wrought iron, asked if wrought iron combined with pilaster would be ideal.
 - Salazar (Architect) responded that the proposed wrought iron is adequate.
 - Safety of the public (in case of motor vehicle accident)
 - Salazar (Architect) responded that a raised landscape planter was placed strategically along most of the street perimeter of the development to protect pedestrians.
 - Commissioner Nuño noted that the elevation plans did not show the planter.
 - Salazar (Architect) stated that the planter is shown in the site plan and landscape plan.
- Parking
 - The lack of parking spaces could lead to conflict over available parking. Agrees there should be a condition of approval for one (1) parking space per for every one (1) residential unit.
- Noise
 - Recalled a project where they installed a sound proofing sheetrock on the exterior walls of the building, would it possible to add this?
 - Lopez (CCF) responded that they have conducted a noise analysis and they were planning to incorporate the noise mitigation measures. The project also conforms with applicable Building Codes.
 - Salazar (Architect) confirmed that the plans will comply with sound mitigation control.
 - Building Official Morris confirmed that the Building Code follows the Gypsum Fire Resistive Manual in terms of safety and noise.
 - Salazar (Architect) confirmed that there are different ways to meet the noise mitigation standards and get below the State's threshold.

Chairperson Wong Comments/Questions related to:

- Parking
 - A proponent for less parking on site, believes it is more equitable for the site.
 - The target population may have less access to a car and parking spaces would deprive the development of other opportunities such as increased density, open space, etc.
 - Requested clarification on number of open spaces on site.
 - Senior Planner Bu clarified that 42 parking stalls are provided.
 - The reduction of parking is suitable to the target population of the project.
 - There are many underutilized parking lots in the city.
- Noise
 - How will noise buffering be implemented during construction? Or for the residents after the construction? Is there a plan?
 - Lopez (CCF) responded that they will need to meet with their acoustic engineer to help mitigate noise.
 - Salazar (Architect) added that they did take into consideration the windows and construction materials to mitigate noise.

- Public Outreach
 - Two (2) community meetings were conducted for public outreach; can you talk about that experience?
 - Hernandez (CCF) responded that Covid-19 is an interesting learning experience regarding physical and remote public participation. We did a lot of interface through Facebook Live, YouTube, mailings, emails, and zoom meetings for public outreach.
 - Chair Wong requested for the number of participants that virtually attended the meeting.
 - Community and Economic Development Deputy Director Mikaelian noted that the first meeting had more participants. There could have been an estimated 50 people.
 - Lopez (CCF) shares the value of community meetings and how they are important to make or adjust a project to a fresh set of eyes or figuring out what the community needs may be. There were comments from the adjacent property owner, who is believed to be a retired Urban Planner. His comments were taken in and adjustments were made accordingly.

APPLICANT RESPONSE TO COMMENTS/QUESTIONS:

George Lopez (CCF):

- Trash
 - Access to the trash enclosure is located on the first floor, through double doors along Railroad Street.
 - CCF is open to exploring alternative trash collection options.
- Mobility Stall
 - Alternative locations were considered for the micro-mobility stations.
- Parking
 - The target demographic that this project is hoping to serve statically will own less cars. A parking management plan will be enforced.
 - With the reduction of parking spaces, the project has been designed to utilize more open space.
 - The State is incentivizing reduced parking spaces to make affordable housing projects more appealing to developers.
- Transit
 - This project site is located in a unique location.
 - During peak hours, there is one transit opportunity every 2 minutes within 40 feet of this site. This does not factor in the Los Angeles Metro bus hub or bus routes on Tyler and Ramona.
- Relationship between this project and the previously approved/adjacent project
 - The two (2) share similar attributes in terms of property, maintenance, and management.
 - During the design and feasibility phase, the intent was to try to connect the previously approved project with the current site and possibly share parking.
- Playground
 - The tot lot is intended for the project's younger population.
 - The open space was designed to provide community value as a pocket park.

- The intent of the playground was to try to maximize the opportunity for public open space. A lot of thought was considered into the design of this project.

Steve Hernandez (CCF):

- Parking
 - This site is very close to existing transit, and CCF was hoping to implement Transit Oriented Development (TOD) V2 method.
 - Originally the project was seeking to utilize the new State law, which mandates only ½ parking spaces per unit. Instead of using State guidelines, the project was designed with TOD influences that implements bike racks, micro-mobility stalls, and rideshare.
 - The demographic is projected to contain residents with 70% car ownership.
- Transit
 - The site is adjacent to transit with peak intervals of 15 minutes.
- Case Study
 - This site can serve as a case study for other cities to emulate.
- Ownership
 - “Let’s just add, we are long term owners and we did mention 3rd party property management company for special needs, but we have our own property management company that is going to stay for the life of the development.”
- Park
 - The public will be able to utilize the park and open space.
 - A park that has exercise equipment that has a community value and attempted to make as a pocket park. Eventually, the vision of this project will be the second phase and the Metro link park will be the third phase. Eventually we hope to have a whole pedestrian walkway and circle path to connect the parking and create a trail for recreational and parking benefits.

CITY STAFF:

Deputy City Attorney Vasquez:

- The State law for affordable housing is in limbo between the old density bonus law and the new one for various reasons. CCF opted to go in the direction that they did, but by doing so, they declined to use this new law that would prohibit the City from requiring any parking.
- Should this project get approved tonight, a tentative City Council meeting is set for later this month regarding this project. The meeting would be to approve a Disposition Development and Loan Agreement to provide financing for the property disposition for the city-owned parcel. Applying a condition for additional parking spaces would delay any agreements for City Council.

Community and Economic Development Deputy Director Mikaelian:

- Parking
 - The DDA for the City requires the approval of a parking strategy plan. There could be a condition of approval that memorializes specific information that would need to be incorporated in the parking strategy plan. Commissioner Peralta is correct regarding that one project having parking issues which was due to bad

management. However, there are other projects that have one (1) parking space per unit and do not have any problems.

- Lopez (CCF) responded, I was the project manager for the site you are referencing. In all honesty, that project was worked backwards; we had to develop the project prior to having all the final engineering in place that delayed infrastructure. That project is significant in a way where the initial leasing process was not highly scrutinized that was involved in creating the matrix to properly go through the fair housing and lease up process by incorporating parking. Due to those delays, if the project was not leased up within a certain time period essentially it would be a worst-case scenario. Hopefully, that will not be the case here. One of the jobs as the Director of Project Development is the underwriting. I consider myself an expert in that area and we are going to put sufficient time in the resub schedule and the construction schedule to make sure that we are doing the due diligence involved to correct the initial lease up. Our third party property management company, Hinder, is a reputable company that manages affordable housing for the state and we will work with them to develop the parking management program, which is subject to approval. I am confident to working out a plan that would meet the City's expectations.

Motion: Chair Wong moves closes out public hearing, Nuño second the motion.

Motion carried 4-0

CLOSING THOUGHTS:

Senior Planner Bu:

Conditions of approval added by the Planning Commission:

- Parking
 - Parking management plan shall be submitted and approved prior to building permits.
- Noise Control
 - Measures shall be implemented in the design of walls and windows
 - Community and Economic Development Deputy Director Mikaelian notes that this is a building standard and should not be a condition of approval.
- Micro-mobility
 - The applicant shall work with staff to find the best location for the micro-mobility spaces.

Motion: Commissioner Peralta motioned to approve the item on the June 11, 2020 Planning Commission Meeting, seconded by Commissioner Gonzalez.

Motion carried 4-0.

Ayes: Wong, Gonzalez, Peralta, and Nuño

Noes:

Abstain:

Absent: Cruz

8. Director's Report –

- Public Meetings are tentatively scheduled to open to the public possibly by July 2020.
- Farmers Market will be open starting July 9, 2020.
- Progress Brewery is currently open on Main street.
- The State has adopted a new way to analyze traffic from “Level of Service” (LOS) to Vehicles Miles Traveled (VMT).
- City Received LEED grant award, which will be used for the writing of Housing Element (which is due October 2021) and any other zoning code updates.
- At a later meeting, Building Official Morris will present sustainable building codes that promote energy or water efficiency.

9. City Attorney's Report –

None

10. Commissioner Comments –

Commissioner Peralta:

- Encouraged drive-in movie theatres that takes place on Main Street, every Wednesday. Took his kids and would recommend as a fun activity for family to enjoy while practicing social distancing.

Commissioner Nuño:

- Thanked Staff for working hard during Covid-19.

Commissioner Gonzalez:

- Thanked Staff and the Community
- Thanked the City for allowing the residents to voice themselves in a peaceful assembly.
- Shared the belief, as a city, we can do better and push for better for the future generation.

Chair Wong:

- Thanked Staff.
- Feels privileged to serve as a Commissioner.
- Agreed with Commissioner Gonzalez with the importance of voicing concerns for racial injustice and social concerns.
- Acknowledged the appreciation for remote accommodations for the Commissioners and the Public.

11. Adjournment

Meeting adjourned at 9:03 p.m.

Respectfully submitted,

Planning Commission Chairperson
Amy Wong

Planning Commission Secretary
Adrian Perez

**ACTION MINUTES FOR THE PLANNING COMMISSION MEETING HELD ON
TUESDAY, JUNE 30, 2020 AT CITY HALL COUNCIL CHAMBERS
11333 VALLEY BOULEVARD, EL MONTE, CALIFORNIA**

- 1. Call Meeting to Order** – Meeting was called to order by Chair Wong at 7:04 p.m.
- 2. Flag Salute** – The Flag Salute was led by Chair Wong.
- 3. Roll Call** – The roll call was led by Community and Economic Development Deputy Director Mikaelian.

Commissioners present: Gonzalez (in-person), Cruz (in-person), Wong (virtual) and Peralta (virtual), Nuño (Virtual)

Staff present: Community and Economic Development Director Donavanik
Community and Economic Development Deputy Director Mikaelian
Chief Building Official Morris
Deputy City Attorney Vasquez
Senior Planner Lee
Associate Planner Graciano

4. Approval of Agenda:

Motion: by Commissioner Peralta to approve agenda. The motion seconded by Commissioner Cruz.

Motion carried 5 - 0.

5. Commission Disclosures:

None

6. Public Comments:

None

CONSENT CALENDAR

7. Approval of Planning Commission Minutes:

April 29, 2020

Motion: by Commissioner Gonzalez to approve agenda. The motion seconded by Commissioner Cruz.

Motion carried 5 - 0

PUBLIC HEARINGS

8. Design Review No. 08-19 & Modification No. 04-20 – 3900 Arden Drive

The Applicant is requesting approval to develop a 370,992 square foot (sf) concrete tilt up industrial building that would include 20,000 sf of office space, 10,000 sf of mezzanine space, and 340,992 sf of high-cube cold storage warehouse or high-cube transload and short-term storage warehouse uses. The property is a through lot with frontages along Arden Drive and Valley Circle, approximately 335 feet north of East Valley Boulevard. The property is within in the M-2 (General Manufacturing) zoning district, is approximately 15.4 acres in size, and currently sits vacant. The property was previously developed with industrial buildings dating back to approximately 1948. The applicant is requesting a Design Review (DR No. 08-19) for a new nonresidential structure of 5,000 square feet or more; and Modification (MOD No. 04-20) to deviate from a maximum allowable fence/wall height of eight (8) feet to allow certain screening walls to be a maximum of 15 feet in height. This request is made pursuant to the requirements of Chapters 17.20, 17.22, and 17.24 of the El Monte Municipal Code (EMMC).

- Senior Planner Lee provided a presentation.

PUBLIC COMMENTS:

Staff disclosures:

- City of Temple City expressed concerns regarding the traffic and suggested a sign be placed on Lower Azusa to prevent any truck traffic to turn on to Lower Azusa Road.
- Received two (2) letters in favor of the project and to promote for local hire.

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- I do not understand why we're coupling both actions (an addendum and application) into one (1) Planning Commission meeting. What would be the reasoning for that?
 - Senior Planner Lee responded that typically projects that are shown to the Planning Commission are categorically exempt in some cases have initial studies or a mitigated negative declaration. The EIR addendum is a CEQA document needed for certain projects that are discretionary, such as this one.
 - Commissioner Gonzalez asked to clarify, "So this addendum is specifically tied to this project, not to the overall general plan, correct? "
 - Community and Economic Development Director Donovanik acknowledged with the response of "yes."
- City of Temple City's Letter
 - Commissioner Gonzalez inquired how the City of El Monte's response to the City of Temple City's concern regarding truck traffic?

- Senior Planner Lee described conditions that were presented to the Commission to mitigate Temple City's concern to prevent truck traffic from traveling north on Arden Drive and through Lower Azusa Road. A lease agreement will be executed between the property owners and the tenants to direct traffic southbound on Arden Drive towards Valley Boulevard and to nearby freeways. Another Condition of Approval could be added to install signs that would prevent any truck traffic from traveling through Lower Azusa Road.
 - Community and Economic Development Deputy Director Mikaelian noted that roughly 80% of Lower Azusa Road is within the City of Temple City. If signs were to be posted on the north side of the street, they would be within City of Temple City's jurisdiction.
 - Community and Economic Development Director Donovanik stated it would be highly unlikely that trucks or their routes would drive northbound with consideration of the proximity of the entrances to the Interstate 10 and 605 freeways that are located to the south and east of the proposed location.
- Local Hires
 - Commissioner Gonzalez asked if the City and the local unions are already in communication regarding local hires.
 - Community and Economic Development Director Donovanik communicated that staff can work with the applicant to communicate with local unions to promote employment for construction and to hold a job fair when tenants move into the available space.
 - Commissioner Gonzalez asked what is the plan about the local hire program and if the applicant was willing to working with the City.
 - Chris Sanford (Black Creek Applicant) responded that they currently do not have a plan, but are willing to work with to staff to put one in place.
- Good Neighbor Policy
 - Commissioner Gonzalez asked if there were any good neighbor policies that the applicant would implement.
 - Sanford stated that they are unaware of any policies, but more than willing to reaching out to the neighborhood during construction and to implement any practices that the City would recommend.

Commissioner Cruz Comments/Questions related to:

- Traffic
 - Commissioner Cruz asked if trucks head south on Arden Drive and west on Valley Boulevard; what is the plan to ensure pedestrian safety along Valley Boulevard near the schools?
 - Community and Economic Development Director Donovanik deferred the question to the project's Engineer and noted that as a part of the condition of approvals trucks would not be able to enter into Arden Drive driveways during school peak hours.

Commissioner Peralta Comments/Questions related to:

- None

Commissioner Nuño Comments/Questions related to:

- Comparison to similar site
 - Commissioner Nuño inquired on the building height of the Goodman site? Is it similar?
 - Community and Economic Development Deputy Director Mikaelian stated that the overall height including the parapet would be 48 to 50 feet and this project would be similar.
- Condition of Approval No. 56
 - Commissioner Nuño inquired on the number of signs that are proposed along the public-right-of-way and on the private property.
 - Sanford stated that they do not have a plan currently, but we are willing to work with staff to figure it out.

Chairperson Wong Comments/Questions related to:

- Hours of operation
 - Mindful of potential truck traffic increase in the near future with the tenants.
 - Construction
 - Chair Wong inquired on the times that deliveries will be made to the site.
 - Sanford Stated that deliveries would be made during school off hours.

Motion: Commissioner Cruz motioned to open public hearing, seconded by Commissioner Gonzalez.

Motion Carried 5-0

APPLICANT'S RESPONSE TO COMMENTS/QUESTIONS:**Chris Sanford (Black Creek Applicant):**

- Provided a presentation and responded to the Commissioner's comments/questions (as detailed in previous sections of these Minutes).

Motion: Chair Wong moves to close public hearing, Commissioner Peralta seconded the motion.

Motion carried 5-0

CLOSING THOUGHTS:**Senior Planner Lee:**

Conditions of approval added by the Planning Commission:

None

Motion: Commissioner Nuño motioned to approve the item, seconded by Commissioner Gonzalez.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong
Noes:
Abstain:

9. Revision to Conditional Use Permit No. 41-04 – 4921 Santa Anita Avenue

The Applicant is requesting approval to construct an approximate 4,600 square foot water treatment system to meet current drinking water standards for three (3) existing wells on the project site. The site is currently developed with 1.5 M.G. and 0.6 M.G. water reservoir tanks. The water treatment system is an ion exchange system that uses a combination of treatment vessels that are proposed at a maximum height of 16'-4" and piping that is proposed at an approximate height of six (6) feet. The subject site is approximately 1.5 acres in size and is located in the C-3 (General Commercial) zone. The request is made pursuant to Chapter 17.24 of the El Monte Municipal Code (EMMC).

- Associate Planner Graciano provided a presentation.

PUBLIC COMMENTS:

None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- Public Art
 - Commissioner Gonzalez inquired if there is an opportunity to incorporate a mural with the water project for beautification of the City.
 - Commissioners Cruz, Nuño, and Peralta agreed.
- Landscaping
 - Commissioner Gonzalez commented on the lack of landscaping and acknowledged staff for working with the applicant on the issue.

Commissioner Cruz Comments/Questions related to:

- Commissioner's Inquiry on a mural
 - Let's not lose sight of the need of the water purification system for the residents.

Commissioner Peralta Comments/Questions related to:

- Agrees that a mural project would be beneficial to the City.

Commissioner Nuño Comments/Questions related to:

- Agrees that a mural project would be beneficial to the City and suggested that the art could be designed to help camouflage the site.

Chairperson Wong Comments/Questions related to:

- Art in Public Places
 - Chair Wong inquired if Public Art funds would be available or could be useable for this project.
 - Associate Planner Graciano noted it is not subject to this project.

Motion: Commissioner Cruz motioned to open public hearing, seconded by Commissioner Gonzalez.

Motion Carried 5-0

APPLICANT RESPONSE TO COMMENTS/QUESTIONS:

Kris Olsen (SGV Water Company)

- Public Mural
 - The tanks are re-painted with a specific paint coat every 25 years which is very costly.
 - The cost of the maintenance of paint would get passed to their customers.
 - The SGV Water Company is currently utilized grant funding for the project.
 - Willing to consider how to adjust the project's budget to fund the potential mural project.

Motion: Chair Wong motioned to close public hearing, Commissioner Nuño second the motion.

Motion carried 5-0

CLOSING THOUGHTS:

Associate Planner Graciano

Conditions of approval added by the Planning Commission:

- Public Mural
 - The Applicant shall work with staff to consider the installation of a public mural on the existing water towers.

Motion: Commissioner Nuño motioned to approve the project with the added condition, seconded by Commissioner Peralta.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong

Noes:

Abstain:

10. Director's Report –

- The Farmer's Market on Main Street will be held every Thursday.
- Dine Out El Monte
 - Will allow restaurant business to set up operations outside during Covid-19.
- Vehicle Miles Traveled (VMT)

- The Planning Commission will be briefed on the State/CEQA's mandated update on VMTs at the Planning Commission's next meeting.

11. City Attorney's Report – None

12. Commissioner Comments –

Commissioner Gonzalez:

- Thanked Staff for working hard during Covid-19.

Commissioner Peralta:

- None

Commissioner Nuño:

- Thanked Staff for working hard during Covid-19.
- Went to Progress on Main Street and recommended Staff and the public to visit when they reopen.

Commissioner Gonzalez:

- Thanked Staff for working hard during Covid-19.

Chair Wong:

- Thanked Staff.
- Feels privileged to serve as a Commissioner.
- Looking forward to visit Progress on Main when it reopens.
- Acknowledged the appreciation for remote accommodations for the Commissioners and the Public.
- Would like to be a part of the next General Plan update.

11. Adjournment

Meeting adjourned at 9:33 p.m.

Respectfully submitted,

Planning Commission Chairperson
Amy Wong

Planning Commission Secretary
Adrian Perez

**ACTION MINUTES FOR THE PLANNING COMMISSION MEETING HELD ON
TUESDAY, JULY 14, 2020 AT CITY HALL COUNCIL CHAMBERS
11333 VALLEY BOULEVARD, EL MONTE, CALIFORNIA**

- 1. Call Meeting to Order** – Meeting was called to order by Chair Wong at 7:04 p.m.
- 2. Flag Salute** – The Flag Salute was led by Chair Wong.
- 3. Roll Call** – The roll call was led by Community and Economic Development Deputy Director Mikaelian.

Commissioners present: Gonzalez (in-person), Cruz (virtual), Wong (virtual) and Peralta (virtual), Nuño (Virtual)

Staff present: Community and Economic Development Director Donovanik
Community and Economic Development Deputy Director Mikaelian
Chief Building Official Morris
Deputy City Attorney Vasquez
Senior Planner Lee
Assistant Planner Elias

4. Approval of Agenda:

Motion: by Commissioner Peralta to approve agenda; seconded by Commissioner Gonzalez.

Motion carried 5 - 0.

5. Commission Disclosures:

None

6. Public Comments:

None

CONSENT CALENDAR

7. Approval of Planning Commission Minutes:

None

8. Approval of Planning Commission Minutes:

None

PUBLIC HEARINGS

9. Conditional Use Permit (CUP) No. 01-20 & Design Review (DR) No. 03-20 – 9915

Garvey Avenue

A Conditional Use Permit is requested to improve an existing 3,648 ± square foot (sf) building into a three (3) tenant spaces. A Design Review is requested for façade and site improvements. The property is 9,914± square feet in size and is located in the MMU (Mixed/Multi-use) zone. The request is made pursuant to Chapters 17.22 and 17.24.040 (42) of the El Monte Municipal Code (EMMC).

PUBLIC COMMENTS:

- None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

Motion: Commissioner Gonzalez motioned to continue the project to the Planning Commission meeting of July 28, 2020; seconded by Commissioner Nuño.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong

Noes:

Abstain:

10. Conditional Use Permit No. 03-19 – 11000 Lower Azusa Road

To allow the operation of a 2,132 ± square foot Alternative Financial Service (AFS) establishment within an existing 81,022 square foot multi-tenant commercial center. The subject property is located within the C-3 (General Commercial) zone. The request is made pursuant to Chapter 17.24.040 (4) of the El Monte Municipal Code (EMMC).

- Assistant Planner Elias provided a presentation.

PUBLIC COMMENTS:

- None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- Demographics
 - Commissioner Gonzalez inquired if there were translators on site and if their customers were aware of the terms they sign as a part of the customer's agreement.
 - Applicant Young Choe and Site Manager Christy Walden explained that there are training and employees who can translate in several different languages and dialects on site. Some of the common languages they deal with are Spanish, English, etc.

Commissioner Cruz Comments/Questions related to:

- None

Commissioner Peralta Comments/Questions related to:

- Landscaping
 - Commissioner Peralta requested that the Condition of Approval requiring two (2) 36-inch box trees be re-worded to require a minimum of two (2) 36-inch box trees.

Commissioner Nuño Comments/Questions related to:

- Landscaping
 - Commissioner Nuño was concerned with pedestrian safety near the intersection and wondered if there was any consideration for finger planters or bollards.
 - Community and Economic Development Deputy Director Mikaelian stated that the intersection is designed with 90 degree angles so driver visibility is less likely to be obstructed.

Chairperson Wong Comments/Questions related to:

- Clarification on Ordinance for Check Cashing.
 - Assistant Planner Elias responded by explaining the Ordinance and the requirement for these businesses to obtain a Conditional Use Permit.
- Signs/Decals
 - Chair Wong was concerned that the current site's windows have a lot of signage with decals.
 - Choe responded and stated that their promotion's department is not familiar with the codes of each municipality that they deal with, but they are willing to conform to El Monte's signage code and the condition of approval to reduce signage and decals.

CLOSING THOUGHTS:

Assistant Planner Elias

Conditions of approval added by the Planning Commission:

- Landscaping
 - The project shall provide a minimum of two (2) 36-inch box trees.

Motion: Commissioner Peralta motioned to approve the project with revised conditions; seconded by Commissioner Gonzalez.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong

Noes:

Abstain:

REGULAR AGENDA

11. City Project No. 785 – Citywide

To adopt a baseline and thresholds of significance under the California Environmental Quality Act (CEQA), to evaluate traffic impacts pursuant CEQA Guidelines Sections 15064(b)(2) and 15064.7. The proposed thresholds would address a project's potential to impact transportation by the amount and distance of automobile travel attributable to a project, referred to as Vehicle Miles Traveled (VMT) for land use and transportation projects.

Community and Economic Development Deputy Director Mikaelian provided a presentation.

PUBLIC COMMENTS:

- None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- Bicycles
 - Commissioner Gonzalez inquired if bicycling was included for impact to transportation for this study.
 - Community and Economic Development Deputy Director Mikaelian stated that all modes of traffic/transportation are measured.
 - Commissioner Gonzalez agreed with the inclusion of bicycles and for safer paths to accommodate them.

Commissioner Cruz Comments/Questions related to:

- None

Commissioner Peralta Comments/Questions related to:

- Bicycles
 - Commissioner Peralta agreed with the inclusion of bicycles, safer paths for them, and expressed a personal experience regarding bicycle riding and how it would benefit the community.

Commissioner Nuño Comments/Questions related to:

- Commissioner Nuño requested clarification on the inclusion and possible implementation of bicycle measures as a part of the newer CEQA process.
 - Community and Economic Development Deputy Director Mikaelian stated that all modes of traffic are measured, including bicycles.

Chairperson Wong Comments/Questions related to:

- New Baseline/thresholds
 - Chair Wong expressed how this implementation will be better for the City and the residents.

Motion: Commissioner Gonzalez motioned to approve the item; seconded by Commissioner Peralta.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong

Noes:

Abstain:

12. City Project No. 786 – Citywide

To recommend a proposed city ballot measure authorizing low rent (affordable) housing projects to City Council to City Council pursuant to article XXXIV of the California Constitution.

- Deputy City Attorney Vasquez provided a presentation.

PUBLIC COMMENTS:

- None

COMMISSIONER COMMENTS:

Commissioner Gonzalez Comments/Questions related to:

- Clarification
 - Commissioner Gonzalez requested clarification on the City Project.
 - Deputy City Attorney Vasquez provided clarification.

Commissioner Cruz Comments/Questions related to:

- None

Commissioner Peralta Comments/Questions related to:

- None

Commissioner Nuño Comments/Questions related to:

- None

Chairperson Wong Comments/Questions related to:

- New Baseline
 - Chair Wong expressed how this implementation will be better for the City and the residents.

Motion: Chair Wong motioned to approve the item; seconded by Commissioner Cruz.

Motion carried 5-0.

Ayes: Cruz, Gonzalez, Nuño, Peralta, and Wong

Noes:

Abstain:

13. Director's Report – None

14. City Attorney's Report – None

15. Commissioner Comments –

Commissioner Cruz:

- None

Commissioner Peralta:

- Glad to get into a rhythm of things and everyone being healthy.

Commissioner Nuño:

- Thanked Staff for working hard during Covid-19.
- Liked the Farmer's Market and street fair.

Commissioner Gonzalez:

- Went to Farmer's Market and recommends the attendance of it.
- Gave the City credit for running it well and enforcing the Covid-19 Guidelines.

Chair Wong:

- Thanked Staff.
- Feels privileged to serve as a Commissioner.
- Acknowledged the appreciation for remote accommodations for the Commissioners and the Public.

11. Adjournment

Meeting adjourned at 9:32 p.m.

Respectfully submitted,

Planning Commission Chairperson
Amy Wong

Planning Commission Secretary
Adrian Perez

TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

JASON C. MIKAELIAN, AICP
DEPUTY COMMUNITY & ECONOMIC DEVELOPMENT
DIRECTOR

BY: TONY BU
SENIOR PLANNER

SUBJECT: CONDITIONAL USE PERMIT NO. 12-17 & DESIGN
REVIEW NO. 07-19 (TIME EXTENSION)

LOCATION: 3650 ROCKWELL AVENUE

**APPLICANT/
PROPERTY OWNER:** ROUBIK MARDIROSIAN
SOUTHLAND TRANSIT, INC.
3650 ROCKWELL AVENUE
EL MONTE, CA 91731

RECOMMENDATION: APPROVE TIME EXTENSION FOR CONDITIONAL USE
PERMIT NO. 12-17 & DESIGN REVIEW NO. 07-19 WITH
ADDED CONDITION

BACKGROUND

On July 9, 2019, the Planning Commission adopted Resolution No. 3550 approving Conditional Use Permit No. 12-17 and Design Review No. 17-19 to allow the storage of transportation service vehicles off-site on the northern portion of the abutting property at 10141 Olney Street. Additionally, a Design Review was approved to legalize a 2,624 SF trailer office building for the purpose of providing administrative transportation services at 3650 Rockwell Avenue. The applicant is now requesting a one (1) year time extension to extend the expiration date to July 19, 2021.

Currently, Building permits to legalize the 2,624 SF temporary trailer have not been applied for as the applicant is now interested in constructing a new/permanent administration building for the site. On March 12, 2020, the applicant submitted an application for an "Initial Plan Review" (IPR) to the Planning Division for the preliminary review of a new/permanent two-story 6,500 SF administration building. Planning Staff provided an official IPR comment letter to the applicant on June 22, 2020 (see Attachment B). The Applicant is now in the process of addressing the City's IPR

comments and has indicated to Staff that an application for entitlements is pending submittal within the next two (2) weeks.

REQUEST

On July 9, 2020, Staff received a letter from the Applicant requesting a one (1) year extension for the previously approved 2,624 SF temporary trailer (CUP No. 12-17 and DR No. 07-19). See Attachment C. The extension is requested because the Applicant is anticipating on submitting a new entitlement application for a permanent administration building within the next two (2) weeks, but would like to have the option of retaining the approval of the previous project, in the event that the new project is not supported by the Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission extend the approval of CUP No. 12-17 and DR No. 07-19 for an additional year with a new expiration date of July 19, 2021 with the following Condition of Approval:

- The applicant shall submit an application for entitlements for a permanent administration building no later than 30 days after the approval of a time extension (by August 27, 2020) or said time extension shall be null and void.

ATTACHMENTS:

- A. Approved Planning Commission Resolution No. 3550
- B. IPR Comment Letter for New/Permanent Administration Building
- C. Applicant Time Extension Request Letter

RESOLUTION NO. 3550

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 12-17 TO ALLOW AN EXISTING TRANSPORTATION SERVICE BUSINESS TO STORE TRANSPORTATION VEHICLES OFF-SITE ON THE NORTHERN PORTION OF THE ABUTTING PROPERTY AT 10141 OLNEY ST. AND DESIGN REVIEW NO. 07-19 TO LEGALIZE A 2,624 SF OFFICE TRAILER BUILDING, LOCATED IN THE M-2 (GENERAL MANUFACTURING) ZONE, AND ADOPTING CATEGORICAL EXEMPTIONS FOR THE PROPERTIES LOCATED AT 3650 ROCKWELL AVENUE AND 10141 OLNEY STREET, EL MONTE, CALIFORNIA.

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1 – PROJECT DESCRIPTION. On June 14, 2017, Joe Diaz, 311 Clearhaven Drive, Azusa, CA 91702, on behalf of Southland Transit, the Applicant, applied for Conditional Use Permit No. 12-17 and Design Review No. 07-19. A Conditional Use Permit is requested to allow an existing transportation service business (“Southland Transit”) located on 3650 Rockwell Avenue to store their transportation vehicles offsite on the northern portion of the abutting property at 10141 Olney Street. A Design Review is requested to legalize an existing 2,624 square foot office trailer building and review the resulting site design of the project. The request is made pursuant to Chapter 17.22 (Design Review) and 17.24 (Conditional Use Permit) of the El Monte Municipal Code (EMMC).

SECTION 2 – PUBLIC HEARING. The property is located at 3650 Rockwell Avenue and 10141 Olney Street, and described as follows, to-wit

APN: 8578-011-024 – Rockwell Ave.
APN: 8578-011-023 – Olney St.

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider a Conditional Use Permit No. 12-17 and Design Review No. 07-19 before this Planning Commission on July 9, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 - ZONING. The properties are located within the M-2 (General Manufacturing) Zone. The surrounding zoning and land use of the adjacent properties are as follows:

North:	M-2; Industrial
South:	M-2; Industrial
East:	M-1; Single/Multi-Family Residence
West:	R-3; Single/Multi-Family Residence

SECTION 4 - ENVIRONMENTAL. That in accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined that Conditional Use Permit No. 12-17 and Design Review No. 07-19 are Categorically Exempt by Article 19 Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3 – New Construction or Conversion of Small Structures) respectively in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 5 - GENERAL PLAN. That the General Plan land use designation is Industrial Business Park, which supports a variety of sustainable light industrial uses that generally creates job opportunities, is compatible with surrounding residential uses, and generates low traffic impacts. The current use at the project site is

a passenger transportation service business, which utilizes storage of transportation vehicles in their daily operations. The expansion of the vehicle storage area into the northern portion of the abutting Olney site is consistent with the M-2 zoning permitted storage use. Staff has determined that such request to provide additional vehicle storage area is a necessary and reasonable request to maintaining and improving the existing business' operation and overall functionality. The approval of Conditional Use Permit No. 07-19 and Design Review No. 03-19 is consistent with the goals and policies of the EMMC and the 2011 El Monte General Plan.

SECTION 6 – CONDITIONAL USE PERMIT FINDINGS. That all necessary findings, for the granting of Conditional Use Permit No.12-17, to allow an existing transportation service business to store transportation vehicles offsite on the northern portion of the abutting property at 10141 Olney Street, pursuant to Chapter 17.24 (Conditional Use Permit) of the EMMC can be made in a positive manner as follows:

- A. The granting of such conditional use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity;

Finding of Fact:

Staff has reviewed CUP No. 12-17 and has determined that the request of the current transportation service business to expand their storage area of transportation vehicles offsite to the northern portion of the abutting property at 10141 Olney Street would not be detrimental to the public health or injurious to the property and surrounding community with the implementation of the recommended conditions of approval. Specifically, conditions pertaining to hours of operation, good neighbor policy, employee parking plan and site maintenance will ensure that the current transportation service business on 3650 Rockwell Avenue is operating in a safe manner that would not have a negative impact to the surrounding neighborhood.

- B. The use applied for at the location indicated is properly one for which a conditional use permit is authorized;

Finding of Fact:

In accordance with Chapter 17.24 of the El Monte Municipal Code, a passenger transportation service business requires a conditional use permit in the M-2 zoned property. The current transportation service business does not have a conditional use permit and; therefore, the current project request to expand transportation vehicle storage area on the abutting northern portion of the property at 10141 Olney Street requires the approval of a conditional use permit.

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

Finding of Fact:

The Applicant is requesting approval of CUP No. 12-17 to allow transportation vehicle storage onto the northern portion of the abutting property at 10141 Olney Street. The project does not require any additional parking or loading spaces as the City's required parking requirements are based on the building's gross floor area. The current use on Rockwell Avenue currently complies with the required parking as a service use under the City's Zoning Code.

Staff had assessed the current conditions of the project site and the abutting Olney site where the transportation vehicles are stored and have recommended project specific conditions of approval to improve the street frontage of the Olney site where the vehicles are stored. The Applicant is required to provide a minimum seven (7) foot wide landscape planter along the street frontage adjacent to the requested vehicle storage area on the Olney site. In addition, a new six (6) foot high wrought iron fence will be installed along the frontage of the vehicle storage area and a portion of the driveway entry along Rockwell Avenue of the Olney site to replace the existing chain-link fence. With these improvements, the project will improve the frontage of Rockwell Avenue with new fencing and landscaping along the street.

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

Finding of Fact:

The project site is served by Rockwell Avenue and Olney Street, which are considered local streets in accordance with the City's General Plan. 3650 Rockwell is considered an interior lot that has two (2) existing driveway approaches. Currently the northern most driveway entry is utilized for vehicle access to the site. The current request is to provide additional storage area for transportation vehicles on the northern portion of the abutting property at 10141 Olney Street; therefore, staff has determined that since the Olney site is only requested for storage purposes, the existing streets serving the property would not be negatively impacted by the project. As a condition of approval, all transportation vehicles and employees shall enter the site through 3650 Rockwell Avenue and not through the Olney site.

- E. The granting of such conditional use permit will not adversely affect the purpose, goals and policies of the city general plan.

Finding of Fact:

The General Plan land use designation is Industrial Business Park, which supports a variety of sustainable light industrial uses that generally creates job opportunities, is compatible with surrounding residential uses, and generates low traffic impacts. The current use at the project site is a passenger transportation service business, which utilizes storage of transportation vehicles in their daily operations. The expansion of the vehicle storage area into the northern portion of the abutting Olney site is consistent with the M-2 zoning permitted storage use. Staff has determined that such request to provide additional vehicle storage is a necessary and reasonable request to maintaining and improving the existing business' operation and overall functionality. Therefore, CUP No. 12-17 is consistent with the goals and policies of the City's General Plan.

SECTION 7 – DESIGN REVIEW FINDINGS. That all necessary findings

for the granting of Design Review No. 07-19 to review the site design of the project site and architectural design of the 2,624 square foot office trailer building pursuant to Chapter 17.22 (Design Review) of the EMMC can be made in a positive manner as follows:

- A. The granting of the design review request will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity;

Finding of Fact:

The request to legalize an existing 2,624 square foot office trailer building on 3650 Rockwell Avenue will not be detrimental to the surrounding community. The purpose of the building is for call and dispatch services related to the transportation service business and are essential to their daily business operations. The office trailer is located in the middle of the project site and not visible from the street. The structure also only stands at 13 feet high from the ground and does not present any privacy concerns for adjacent residential properties. The project was reviewed by the Los Angeles County Fire Department to ensure the project request met any Fire requirements including fire lane access throughout the project site, including the northern portion of the proposed vehicle storage area on the abutting Olney site.

- B. The design of the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use

of materials, textures, and colors that will remain appealing and will retain a reasonably adequate level of maintenance;

Finding of Fact:

The 2,624 square foot office trailer utilizes wood siding as the building material and currently stands at 13 feet in height from the ground. The structure is not visible from the street along Rockwell Avenue and is not intended to be a main commercial building, but serve as an ancillary building to help with the daily functions of the current transportation service business. As a condition of approval, a maintenance agreement with the City is required to be recorded to ensure the property is properly maintained at all times. In addition, the street frontage along the Olney site where the transportation vehicles are stored will be improved with a new seven (7) wide landscape planter area and a new six (6) foot high wrought iron fence along the street frontage on the Olney site to replace the existing chain-link fence.

- C. The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards;

Finding of Fact:

Staff has recommended conditions of approval to ensure that the current transportation service business is operating in a safe manner. These conditions include obtaining approval of an employee parking plan, which ensures all employees will be parking on site and not on the streets. A good neighbor policy document will also be reviewed by Planning staff to ensure that all employees and transportation vehicle drivers are abiding with hours of operations, speed laws along local streets, and not park on the streets. The approved good neighbor policy document will be distributed to the adjacent residential neighbors to ensure that the residents know how the business operates with business contact information provided so the residents may contact the business for inquires or concerns.

- D. The architectural design of the proposed project is compatible with the character of the surrounding neighborhood and will maintain the harmonious, orderly and attractive development contemplated by the provisions of this chapter and the general plan; and

Finding of Fact:

The 2,624 square foot office trailer utilizes wood siding as the building material and currently stands at 13 feet in height from the ground. The structure is not visible from the street along Rockwell Avenue and is not intended to be a main commercial building, but serve more as an ancillary building to help with the daily functions of the current transportation service business. As a condition of approval, a maintenance agreement with the City is required to ensure the property is properly maintained at all times. In addition, the street frontage along the Olney site where the transportation vehicles are stored will be improved with a new seven (7) wide

landscape planter area and a new six (6) foot high wrought iron fence along the street frontage on the Olney site to replace the existing chain-link fence.

E. The landscape considerations including the location, type, size and coverage of plant materials, provisions for irrigation, maintenance and protection of landscaped areas, have been provided to insure visual relief, to complement buildings and structures and to provide an attractive environment.

Finding of Fact:

Staff had assessed the current conditions of the project site and the abutting Olney site where the transportation vehicles are stored and have recommended project specific conditions of approval to improve the street frontage of the Olney site where the vehicles are stored. The Applicant is required to provide a minimum seven (7) foot wide landscape planter along the street frontage area adjacent to the requested vehicle storage area on the Olney site. In addition, a new six (6) foot high wrought iron fence will be installed along the frontage of the vehicle storage area and a portion of the driveway entry along Rockwell Avenue of the Olney site to replace the existing chain-link fence. With these improvements, the project will improve the frontage of Rockwell Avenue with new fencing and landscaping along the street.

SECTION 8 – APPROVALS AND CONDITIONS. That the Planning

Commission determines Conditional Use Permit No. 12-17 and Design Review No. 07-19 are Categorically Exempt under Article 19 Sections 15301 (Existing Facilities) and 15303 (Class 3 – New Construction and Conversion of Small Structures) respectively in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, and does hereby approve CUP No. 12-17 and DR No. 07-19 subject to the following recommended conditions:

PROJECT GENERAL

1. The project shall substantially conform to Conditional Use Permit No. 12-17 and Design Review No. 07-19 presented to the Planning Commission on July 9, 2019.
2. The Conditional Use Permit and Design Review approvals as contained herein shall be effective for a period of one (1) year from the date of approval, unless the Applicant has obtained building occupancy permits from the City for the proposed project or has timely requested an extension of time within which to procure building permits.
3. The strict adherence to the conditions contained herein shall be demonstrated at all times. A failure to comply may be cause for a review by the Planning Commission for potential revocation of the use permit approved herein pursuant to EMMC Section 17.24.100 (Revocation).
4. A signed copy of the approving resolution shall be printed or attached to the development plans that are to be submitted during the plan check process.
5. All Planning Division, Building Division, Code Enforcement Division, Engineering Division, and Los Angeles County Fire Department standards and conditions shall be complied with prior to the issuance of building permits or at another time specified in the conditions of approval or as outlined in City Codes.
6. The Applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the Planning Commission Resolution prior to issuance of Building Permits or a Certificate of Occupancy Permit for the proposed project.
7. All activities on the property shall comply with the City of El Monte Noise Ordinance at all times.

8. A draft reciprocal access agreement to allow vehicles to drive across properties between 3650 Rockwell Avenue and 10141 Olney Street shall be provided to the Planning Division for review and approval. This document shall be recorded prior to final inspections for the approved entitlements, CUP No. 12-17 and DR No. 07-19.
9. The Applicant shall work with staff to incorporate bike racks to the satisfaction of the Community and Economic Development Director prior to the issuance of building permits **(Added by the Planning Commission on July 9, 2019)**.

MAINTENANCE/OPERATIONS

10. The hours of operation for the existing 6,420 square foot administrative office building shall be from 7:00 a.m. to 6:00 p.m. daily, Monday through Sunday. Janitorial services may occur outside the business hours to provide proper maintenance of the site.
11. The hours of operation for the 2,624 square foot office trailer building (call/dispatch center) shall be 6:00 a.m. to 10 p.m. daily, Monday through Sunday.
12. All transportation vehicle maintenance (washing and general vehicle repairs/maintenance services) shall be conducted within the approved maintenance building. Vehicle maintenance shall not be performed outside of this approved area, such as parking aisle, parking spaces, on the street, or offsite on the abutting Olney site (10141 Olney Street).
13. Vehicle maintenance services shall not be open to the public and shall be only for the transportation vehicles utilized by the current active passenger transportation service business on 3650 Rockwell Avenue.
14. No vehicle body repair of any kind shall be performed on the project site.
15. The last call for transportation vehicles to enter the project site is 10:00 p.m. daily, Monday through Sunday.
16. All transportation vehicle repairs/maintenance shall abide with the City's Noise Control Ordinance at all times. Vehicle repairs/maintenance that requires the use of equipment that may generate a noise level that is not in accordance with the City's Noise Control Ordinance for an industrial zoned property is prohibited. Vehicle maintenance/repair shall occur during the hours of 6:00 a.m. to 7:00 p.m. from Monday to Friday and 8:00 a.m. to 7:00 p.m. on Saturday and Sunday. Emergency vehicle repairs/maintenance may occur outside these hours; however in accordance with the City's Noise Control Ordinance.
17. All business related operations shall be conducted within the existing buildings.

18. Employees are prohibited from parking their personal vehicles on the northern portion of the Olney site (10141 Olney Street) at all times. Employees are required to park their personal vehicles onsite at property address 3650 Rockwell Avenue.
19. All employee vehicles and transportation service drivers shall access the project site through the existing driveway approaches on 3650 Rockwell Avenue.
20. Graffiti must be removed from any interior/exterior surfaces of the structures and improvements on the property within 24 hours following the application of the graffiti or within 24 hours of Applicant receiving notice of such graffiti by the City. Graffiti shall either be removed or the evidence of such vandalism painted over with a paint that has been exactly color-matched to the surface to which it is applied. If a non-painted surface, or where anti-graffiti coatings are used, graffiti may be removed with solvents or detergents, as appropriate.
21. Subject to review and applicability by the City Planner and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to ensure that the property and all improvements located thereupon are properly maintained, the Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement with the City of El Monte which shall be recorded against the property prior to the issuance of the grading permit and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall apply to both parcels of land and shall contain covenants, conditions and restrictions relating to the following:
 - a. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements including the structural integrity of the office trailer; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
 - b. If the Applicant and the owner of the property are different (e.g., if the applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms.
 - c. The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume

all of the duties and obligations and responsibilities set forth under the maintenance agreement.

- d. The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.
- e. The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of final approval/inspection related to this entitlement.

(Revised by the Planning Commission on July 9, 2019)

22. The Applicant shall provide an "employee parking plan" subject to the review and approval of the Planning Division. The employee parking plan shall specify that all employees are to park their personal vehicles on-site and are prohibited from parking on the street. Trucks for loading purposes will be prohibited on parking on the streets at any time. The parking plan shall be distributed to all employees and truck contractors.

23. The Applicant shall provide a "good neighbor policy," which shall be distributed to all employees and truck contractors that visit the facility, as well as residents along Rockwell Avenue and Olney Street (west side of Rockwell Avenue from Valley Boulevard to Olney Street and both sides of Olney Street east from Rockwell Avenue to Beuville Avenue). The policy for employees and contractors shall include information on hours of operations and maximum vehicle speeds along adjacent streets in accordance with applicable state law. The policy shall explain the operations of the current business and shall include company contact information to respond to any site/operational issues.

LEGAL

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

CONSTRUCTION

25. The project shall comply and be designed to meet the all requirements of the current California Building Code. All building safety, geotechnical, mechanical, electrical, plumbing, and accessibility requirements will be reviewed for compliance during plan review.
26. Prior to commencing demolition and site preparation activities, the project site shall be secured with a fence to prevent unauthorized access to the site and the fence shall contain a screening material to screen construction activities from view. The temporary screening fence shall be installed to the satisfaction of the Economic Development Department and shall be maintained in good condition (free of tears, holes, crack lines, debris, etc.) at all times. At the primary entrance to the site, the screening material shall be reduced to a maximum height of four feet to provide visibility into the site at all times and for public safety purposes.
27. During the construction process all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the project site and not in the public R.O.W.
28. Fire protection facilities; including access, must be provided prior to and during construction.
29. All trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. Applicant shall divert sixty five percent (65%) of its solid waste through recycling services provided by a solid waste hauler duly franchised to provide such service to the property. Pending completion of all construction activities upon the property, surplus construction materials shall be stored so as to be screened from view when not actually in use. All construction and demolition debris shall be removed from the property in compliance with EMMC Chapter 8.20. The removal of all solid waste arising out of the construction and demolition process shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services for construction and demolition projects within the City of El Monte. The removal of all other wastes from the property shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services to residential and commercial properties within the City of El Monte.
 - a. Prior to the issuance of a Building Permit, the developer shall submit to the Building Safety Division, the Environmental Services Division and the City Code Enforcement Division, the name and contact information for the contracted waste hauler. It shall be the permittee's obligation to ensure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.

- b. Prior to final approval for occupancy, and in addition to any other requirements set forth under the El Monte Municipal Code or by the Chief Building Official, the permittee shall submit to the Building and Safety Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed and/or diverted.
- c. Except as otherwise authorized pending the completion of the construction and demolition activities authorized under this resolution, solid waste containers and bulky items may not be stored or maintained at locations designated for parking and must be maintained in those locations designated for the temporary storage of solid waste and bulky items.

21. The site and the public R.O.W. adjacent to any portions of the site shall be maintained in a condition which is free of debris both during and after the construction, addition or implementation of the entitlements granted herein. All trash and refuse shall be disposed of in dumpsters and be removed from the premises on an as needed basis. Any surplus construction materials shall be stored so as to be screened from public view when not actually in use and be removed from the property upon completion of construction activities. The removal of all trash, debris, and refuse, whether during or subsequent to construction shall be done only by the property owner, the Applicant or by a permitted waste contractor, who has been authorized by the City to provide collection, transportation, and disposal of solid waste from residential, commercial, and construction areas within the City.

- a. Prior to issuance of a Building Permit, the permittee shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the permittee's obligation to insure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
- b. Prior to final approval for occupancy, the Applicant shall submit to the Planning Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed.

22. The property owner shall maintain the existing trash enclosure on site. If proposed, new onsite trash enclosure(s) shall be submitted to the City's Planning Division and the City's Solid Waste Service Provider for review. The trash enclosure shall include a designated area for solid waste disposal and a designated area for recycling disposal. The design will be reviewed for aesthetic value and use of quality materials. All outside trash and garbage collection areas shall be paved and enclosed on at least three (3) vertical sides by solid five (5) foot high wall and on the fourth side by a view obscuring gate to screen the containers from view. The trash enclosure shall be of a size sufficient to contain all trash containers maintained outside the building. The finish and color of the trash enclosure shall be designed to match a primary element from the site building style as well as incorporate a decorative cover per the approval of the case planner.

LANDSCAPING

23. All new landscape/irrigation shall be installed prior to final inspection for the approved entitlements, CUP No. 07-19 and DR No. 03-19.
24. A final preliminary landscape and irrigation plans shall be submitted to the Planning Division in accordance with the City's Water Efficiency Ordinance. The required MWELO packet shall be submitted to staff for review. Once the preliminary landscape/irrigation plans are deemed acceptable and a full MWELO packet is provided; the Applicant shall proceed with the building plan-check of the landscape/irrigation plans.

LIGHTING

25. Where available and deemed necessary by the City Planner, the lighting system shall be equipped with vandal resistant covers and be shielded to direct light away from all neighboring uses, and comply with CALGreen or local ordinance, whichever is more stringent. The lighting plan shall include the design and specifications for all proposed exterior site lighting fixtures and shall be reviewed for quality, aesthetics, and illumination values.
26. The developer shall submit for review by the Planning Division and the Engineering Department, the design and specifications for all proposed lighting fixtures proposed for the buildings, drive aisles, parkways, parking areas, pathways, and surrounding areas within the development. The fixtures shall be reviewed for quality, aesthetics, illumination values, sustainability values such as LED and shall be decoratively and architecturally consistent with the building design. The number, location, height, style and design shall be reviewed and approved by the Planning Division and Engineering Department prior to issuance of building permits.

SECURITY

27. The property owner shall submit a security plan to the City's Police Department for review and approval prior to the final inspections required for this project.

UTILITIES AND MECHANICAL EQUIPMENT

28. All mechanical equipment on site shall be screened at all times. All new screening shall be reviewed and approved by the Planning Division.

FENCES AND WALLS

21. The Applicant shall provide a new street fronting six (6) foot high wrought-iron fence along Rockwell Avenue adjacent to the transportation vehicle storage area on the Olney site replacing the existing chain-link fence per the approved site plan.
22. All new fences and walls shall be reviewed and approved by the Planning Division. Fences and walls are to be decorative style (colored concrete, slumped stone, etc.) and

be in accordance with the maximum height and setback requirements for fences/wall per the City's Zoning Code.

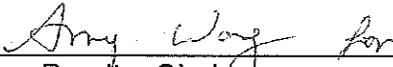
ENGINEERING/PUBLIC WORKS

23. The Applicant shall comply with all requirements, standards and permitting requirements for the City's Engineering Division.

FIRE DEPARTMENT

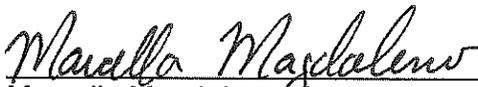
24. The Applicant shall comply with all Los Angeles County Fire Department requirements and receive their approval prior to issuance of City building permits.

SECTION 9 – PLANNING COMMISSION APPROVAL. That the Secretary of the Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the Applicant.



Cesar Peralta, Chairperson

ATTEST:



Marcella Magdaleno, Secretary
El Monte City Planning Commission

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

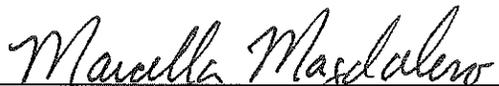
I, Marcella Magdaleno, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3550 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on July 9, 2019, by the following votes to wit:

AYES: Cruz, Gonzalez, Wong

NOES:

ABSTAIN:

ABSENT: Nuro, Peralta



Marcella Magdaleno, Secretary
El Monte City Planning Commission



CITY OF EL MONTE
COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

Betty Donovanik
*Community & Economic
Development Director*

Jason Mikaelian
*Community & Economic
Development Deputy Director*

June 22, 2020

Roubik Mardirosian
Southland Transit, Inc.
3650 Rockwell Avenue
El Monte, CA 91731

SUBJECT: INITIAL PLAN REVIEW (IPR) NO. 05-20
3650 Rockwell Avenue

Dear Mr. Mardirosian,

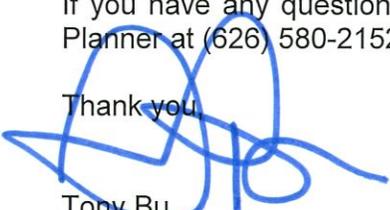
Thank you for your interest in developing in the City of El Monte. This letter has been prepared as part of the City's Initial Plan Review process in order to provide you with preliminary comments that are based on the El Monte Municipal Code (EMMC) and the El Monte Comprehensive Design Guidelines (CDG).

The City of El Monte Planning Division received an Initial Plan Review (IPR) application on March 12, 2020 for the property listed above. The project site consists of one (1) parcel that is approximately 162,043 square feet (3.72 acres) that is currently improved with community transportation facility. Per the Los Angeles County Assessor's records, the property has two (2) buildings (8,200 SF and 6,420 SF) that were completed in 1980.

The plans that you have submitted propose to remove existing temporary trailers that currently occupy the site and to construct a 6,500 SF two-story administration building located along Rockwell Avenue. As of the date of this letter, it has been determined that additional design features and some revisions are recommended for the proposed project. Please see Attachment No. 1 for the City's comments.

If you have any questions regarding the comments provided, please contact Tony Bu, Senior Planner at (626) 580-2152 or via email at tbu@elmonteca.gov to set up a meeting.

Thank you



Tony Bu
Senior Planner

cc: Jason C. Mikaelian, AICP, Community & Economic Development Deputy Director

Attachments:

- No. 1- City of El Monte Review
- No. 2- Entitlement Procedure and Application Forms Packet
- No. 3- Marked-up Architecture & Landscape Plans
- No. 4- IPR Narrative
- No. 5- Building Division Comments

ATTACHMENT NO. 1

IPR No.: 05-20

Site APN: 8578-011-024

Site Address: 3650 Rockwell Avenue

Lot Area: 162,043 SF (3.72 acres)

Zone: M-2 (General-Manufacturing)

General Plan: Industrial/Business Park

Existing Development: Private Community Transportation Facility with two (2) buildings (8,200 SF and 6,420 SF)

Surrounding Land Uses: North: M-2 (General-Manufacturing); Industrial Warehouses
South: M-2 (General-Manufacturing); Industrial Warehouses
East: M-1 (Light-Manufacturing); Non-conforming Single-Family Residences
West: R-3 (Medium-Density/Multi-family); Single-family Residences

DEVELOPMENT PROPOSAL

The project proposes to remove existing temporary trailers that currently occupy the site to construct a 6,500 SF administration building along Rockwell Avenue. Additional proposed site improvements include modifying the parking layout and landscaping design to accommodate the new administration building.

Major Comments:

1. The fencing along Rockwell Avenue is required to be set back from the property line by a minimum of seven (7) feet behind landscaping with irrigation.
2. The fencing directly adjacent to the proposed administration building and driveway shall be set back a minimum of 20 feet to allow adequate vehicle queuing and pedestrian connectivity.
3. The site shall include a pedestrian path that connects to the sidewalk along Rockwell Avenue.
4. Architecture and landscaping enhancements are necessary.

El Monte Municipal Code (EMMC):

The following table summarizes the proposed project’s compliance to the provisions of the M-2 (General-Manufacturing) Zone and other applicable El Monte Municipal Code (EMMC) requirements.

Development Feature	M-2 Zone Requirement	Proposed	Meet Requirement?
Floor Area Ratio	1.0 (162,043 SF)	0.13 (21,120 SF)	Yes
Front Yard Setback	≤ 50’ from CL of Rockwell Avenue & 5’ (min.) from PL	CND	CND; appears to meet requirement
Northern Side Yard Setback	0’ (min.)	5± (South PL)	CND; appears to meet requirement
Southern Side Yard Setback	0’ (min.)	CND	CND; appears to meet requirement
Rear Yard Setback	0’	CND	CND; appears to meet requirement
Landscaping	5% of off-street parking area	CND	CND
Parking	1 space/per 500 SF 42.24 1 space/per 2,500 SF of outdoor display area	100 Spaces 3 ADA spaces	Yes
Trash	Common trash areas	Common trash areas shown for Building A and C.	CND; does not appear to meet requirement

*CND – Can Not Determine

ENTITLEMENT COMMENTS

Required Entitlements:

- *Conditional Use Permit (CUP)*- to construct on an existing passenger service facility; and
- *Design Review (DR)*- to review the site, architecture and landscape design for a new administration building.

Note: See Attachment No. 2 for a copy of the application forms and application instructions.

The project requires a public hearing before the Planning Commission. The public hearing notice will be placed in the newspaper and mailed to all property owners within a 300 foot radius from the project boundary. The public notice will also be posted along both street frontages. The final decision is appealable to City Council.

Required Application Fees:

Conditional Use Permit	\$2,760.20
Design Review (1 st 20,000 SF)	\$1,583.87 (60% of original fee)
Environmental Review/Compliance	<u>\$1,542.89</u>
Total:	\$5,886.96
Environmental Notice Posting Fee	<u>\$75.00</u> (Separate check for LA County Recorder)

Notes:

- ***After July 1, 2020, all fees are subject to an annual increase based on the Consumer Price Index (CPI) which will increase by 2.8%.***
- *All fees above are inclusive of the required General Plan (GP) and Technology Enhancement (Tech) fees and equals to approximately 3% of the total of each applicable application.*
- *There is an additional services hourly fee for time in excess of the base fee allocation.*
- *All fees are subject to annual adjustments.*

Required Findings:

The Planning Commission will be required to make all of the following specific findings in order to approve the project:

Conditional Use Permit (to allow construction at an existing transportation service facility site)

- A. The granting of such conditional use permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone;
- B. The use applied for at the location is properly one for which a conditional use permit is authorized;
- C. The site for the proposed use is adequate in size and shape to accommodate said uses; and that all yards, spaces, walls, fences, parking, loading, landscaping and other features required to adjust said use with the land and surrounding uses are provided;
- D. The site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed uses; and
- E. The granting or such conditional use permit will not adversely affect the purpose, goals, and policies of the 2011 El Monte General Plan.

Design Review (for the site, architecture and landscape review)

- A. The granting of the design review request will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity;
- B. The design of the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, textures, and colors that will remain appealing and will retain a reasonably adequate level of maintenance;

- C. The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards;
- D. The architectural design of the proposed project is compatible with the character of the surrounding neighborhood and will maintain the harmonious, orderly and attractive development contemplated by the provisions of this chapter and the general plan;
- E. The landscape considerations including the location, type, size and coverage of plant materials, provisions for irrigation, maintenance and protection of landscaped areas, have been provided to insure visual relief, to complement buildings and structures and to provide an attractive environment; and
- F. The architectural design, layout and site configuration is consistent with the City's adopted "comprehensive design guidelines."

ENVIRONMENTAL REVIEW:

Staff believes the project may qualify for an exemption per the California Environmental Quality Act (CEQA). However, additional review of the CEQA guidelines is necessary. At minimum, staff may recommend a traffic study and/or other studies to evaluate any impacts. A peer review fee may also be required for any studies (to have the studies reviewed by a 3rd party consultant).

If it is found the project does not qualify for an exemption (i.e. after further review), an Initial Study will be required. The applicant would be responsible for managing the cost and preparation of the environmental documents (i.e. the Initial Study and any technical studies). The City will also require a 25% administrative fee (of the cost of the environmental documents) and a peer review fee (to have the documents reviewed by a 3rd party consultant).

CITY REVIEW:

Planning Division Comments

Based upon the review of the preliminary architectural plans, the following comments have been provided to demonstrate the proposed project's compliance with the M-2 (General-Manufacturing) zone, the El Monte Comprehensive Design Guidelines and other applicable EMMC requirements. See Attachment No. 3 for the marked-up architecture & landscape plans.

Site Plan

1. The Site Plan shall show all adjacent structures to the North, East, and South that are within ten (10) feet from the subject site. In addition, the plans shall identify the following for all adjacent structures: setback dimensions, second stories, current use, windows, and any other privacy related factors.
2. Provide an "Existing Site Plan" for the parking layout as it currently exists. Show all parking spaces, landscape planters, driveways and all other existing conditions.
3. The Site Plan shall clearly identify and differentiate "customer," "visitor" and "commercial-truck" parking spaces.

4. The "Legend" on the Site Plan shall identify and differentiate "customer," "visitor" and "commercial-truck" parking spaces and provide the total square footage for each.
5. Indicate the location of all building entryways, garage doors and loading areas within the property.
6. Provide full dimensions of the public-right-of-way from the centerline of Rockwell Avenue.
7. The Site Plan shall include a complete inventory of the public-right-of-way that includes (but is not limited to): underground/ground-mounted/overhead utilities, street trees, the parkway, light/utility poles, etc. Full dimensions shall be provided for all items with the PROW.
8. The parking layout shall provide full dimensions of all parking stalls and identify "typical" dimension sizes for all spaces that vary in size.
9. The project shall provide a minimum of one (1) electric charging station within the front area of the parking lot along Rockwell Avenue.
10. The project shall provide a bicycle rack with a minimum of five (5) bicycle parking spaces at the entryway of the site.
11. Provide dimensions for all building setbacks (e.g.- adjacent property lines and buildings) from the proposed administration building.
12. Show/indicate the location of all existing and proposed perimeter walls/fences that enclose the property. Indicate the heights and building materials for all existing and proposed walls/fences. Clearly identify all gates and openings.
13. The perimeter fencing along Rockwell Avenue along the main entryway of the building and driveway shall be setback a minimum of 20 feet to allow for adequate vehicle-queuing into the site. In addition, this will enhance pedestrian connectivity.
14. Per EMMC Section 17.54.020(F), the site is required to construct and maintain a masonry trash enclosure. All outside trash and garbage collection areas shall be paved and enclosed on at least three (3) vertical sides by a solid five-foot high wall and on the fourth side by a view obscuring gate to screen the containers from view. Trash enclosures shall be of a size sufficient to contain all trash containers maintained outside the building. Additionally, EMMC § 17.22.040 states the trash collecting areas shall be integrated as part of the project design and appropriately located to assure that there shall be no detriment to surrounding structures and uses.
15. Per EMMC Section 17.54.020(I), all utilities and structures (appurtenances) such as gas meters, electrical meters, telephone pedestal-mounted terminal boxes, surface mounted electrical transformers, or other potential obstructions shall not be located within the approved parking and/or turning radius area or any landscaped planting areas. All such facilities located above ground shall meet with the approval of the Planning Services Manager and serving utility.

Architecture

16. The elevations shall include full dimensioning for the overall height for the proposed building.
17. The first-floor entryway shall provide an expansive office-front window system along the south-west corner of the building to the furthest extent possible. The main entry doorway shall be centered to the wall opening.
18. The second-story window along the west-facing elevation shall be enlarged to match the window opening that is provided along the south-facing elevation.
19. The elevation drawings shall include all proposed exterior building mounted light fixtures. All light fixtures shall be designed to complement the contemporary-modern style of the building.
20. Provide a sample/material board with all exterior finish materials and light fixtures for Planning Division review. The applicant shall provide color swatches and samples of the actual materials with the next submittal and shall work with staff to finalize all building exterior colors and finishes.
21. Provide an image sample of the "horizontal metal panels" that are proposed on the exterior of the front entryway and rear stairwell. The image sample shall include the proposed pattern layout (e.g.- staggered, continuous bands, etc.).
22. The elevation drawing shall include a "Legend" that provides complete details and specifications for all exterior building materials and light fixtures.
23. Provide complete details and specifications for all proposed windows and doors.
24. Once elevations drawings have been finalized, provide 360° colored elevations for the proposed administration building to ensure that the proposed color palette is consistent/compatible with all of the existing building within the site.
25. Demonstrate that roof mounted mechanical equipment will be adequately screened for all buildings. A line of sight study may also be provided to demonstrate that mechanical equipment on the rooftop would not be visible.

Landscaping

26. Provide full dimensions of each new planter area as identified on the marked-up landscape plan (See Attachment No. 3 on Sheet L-1).
27. Per EMMC Section 17.10.030.C.1.b, a minimum of one twenty-four (24) inch box specimen tree is required for every twenty-four (24) linear feet of lot frontage, including driveways. Therefore, a total of four (4) 24"-box street/shade trees are required within the public-right-of-way along Rockwell Avenue.

28. Per Sections 17.06.120(E) and 17.06.140(B) the fencing along Rockwell Avenue is required to be setback from the property line by a minimum of seven (7) feet behind landscaping with irrigation.
29. The fencing directly adjacent to the proposed administration building and driveway shall be setback a minimum of 20 feet to allow adequate vehicle queuing and pedestrian connectivity.
30. All landscape planters that exist or are proposed within 20 feet of the front property line shall consist of low growth shrubs and ground cover to maintain line-of-sight for motorists and pedestrians.
31. The site shall include a pedestrian path that connects to the sidewalk along Rockwell Avenue.
32. A monument sign is recommended to be placed within the landscape planter along Rockwell Avenue as indicated on the marked-up landscape plan (Sheet L-1).
33. The Landscape Plan shall include a complete inventory of the public-right-of-way that includes (but is not limited to): underground/ground-mounted/overhead utilities, street trees, the parkway, light/utility poles, etc. Full dimensions shall be provided for all items with the PROW.
34. Comply with EMMC Section 17.10 – Landscape Ordinance. The landscape plan shall provide a variety of groundcover, grasses, shrubs, perennials, and ornamental trees with various textures, heights, size and a variety of foliage and flower color and consider planting placement in all planters. The landscape plan shall include a plant legend containing plant symbol, botanical name, common name, size, spacing in “inches” and estimated quantity.
35. The “Plant List/Legend” on Sheet L-1 shall provide all/full details of all trees, shrubs, groundcover and all other landscape amenities proposed for the site.
36. Per EMMC Section 14.03.090 all removed trees shall be replaced with a tree ratio of 2:1. Two (2) thirty-six-inch box trees with a minimum height of twelve (12) feet shall be planted with suitable species. If any existing or required trees cannot be planted on the subject property, or the immediate public right-of-way, an in lieu fee may be paid into the city's tree mitigation and planting fund.
37. The proposed Landscape Plan does not provide dimensions or the total square footage of the parking lot and landscaped areas. Per the EMMC Section 17.10.030B.1, parking lots with ten (10) spaces or more, a minimum of five (5) percent of the total off-street parking area shall be landscaped with a mixture of trees, shrubs, and ground cover. Said landscaping shall be distributed throughout the parking area and shall be in addition to the required street setback landscaping. All landscape planters shall be a minimum clear width of four (4) feet. Revise plans to illustrate compliance. The applicant shall provide full dimensions and include the total square footage of all landscaped areas and parking areas.
38. Per EMMC Section 17.10.020(K), all landscaping shall be separated from parking and vehicular circulation areas by a raised, continuous six (6) inch Portland Cement concrete curb.

39. Per EMMC Section 17.10.030.C.2., one shrub is required for every 20 square feet of landscaped area, with 75% of the required shrubs being a minimum of five (5) gallon shrubs.
40. Comply with EMMC § 17.11 – Water Efficiency. Please be advised that preliminary review of water efficient application, certificate of landscape design, landscape worksheet, soil management report, landscape, grading, drainage, and irrigation plans are required prior to submitting to Building & Safety Division for comprehensive plan check. Preliminary review completeness shall be determined by the Planning Division.

Other

41. Provide 360° photos of all buildings and site amenities (e.g.- trash enclosure) that are existing on the site.
42. Provide an updated Title Report (not a Preliminary Title Report) that has been generated within six (6) months prior to the submittal for entitlements.
43. Complete the attached IPR Narrative (See Attachment No. 4).
44. Provide a response to all IPR comments as provided in this letter.
45. The applicant shall submit a Master Sign Program for the subject site.
46. Please be advised that additional comments, corrections or items may be requested upon plan revision and/or formal plan submittal.

Public Works/Engineering Comments

46. Roadway Dedication:
 - a. Rockwell Avenue is a local Street requiring a 60-foot ROW per the City's General Plan. Existing ROW is 50 feet
 - i. Dedication for a One-Half ROW of 30 feet will be required for Rockwell Avenue. Verify existing right-of-way, center as needed to verify what dedication if any is required.
47. Roadway Improvements – Rockwell Avenue:
 - a. Any Improvements to be determined after review of the updated site plan and identification of dedication required.
48. Sewer Connection – Proposed project will connect to City of El Monte Sewer line in Rockwell Avenue. Downstream treatment is provided by Sanitation District of Los Angeles County.
 - a. Will Serve Letter from Sanitation District of Los Angeles County will be required.
49. Water Purveyor – Area is served by City of El Monte Water Department
 - a. Will Serve Letter from El Monte Water Department will be required (Planning Approval process).

b. Hydraulic Modeling of Water System may be required to verify water requirements can be met.

50. Overhead Utilities are required to be placed underground per City of El Monte Municipal Code Chapter 16.28.110.

51. Preliminary LID Report will be required for the proposed improvements. Prepare LID in conformance with City of El Monte Ordinance No. 2840 and County of Los Angeles Department of Public Works Low Impact Development Standards Manual.

52. Using the current edition of the ITE Manual, based on proposed land use, determine AM and PM peak hour trips and submit to the City for review. Based on number of peak hour trips project will generate a Traffic Impact Analysis (TIA) or a Traffic Assessment Letter that specifies the project description, project generated traffic and trip distribution may be required.

53. Development Impact Fees will be required for this project.

54. Fire Department Review will be required for access for proposed building and fire flow requirements.

Building and Safety Division Comments

55. See Attachment No. 5 for Building and Safety Division comments dated March 17, 2020.

July 9, 2020



Ms. Nancy Lee

Assistant Planner, City of El Monte
11333 Valley Blvd.
El Monte, CA. 91731

Re: Southland Transit, 3650 Rockwell Avenue & 10141 Olney Street,
(CUP-12-17 & DR # 07-19)

Subject: Extension Request Letter

Dear Nancy,

Please accept this letter as a request for extension to the referenced entitlement above. Below is specific project information for your information.

Date of Approval: July 9, 2019

Project Description: Legalize 2,624 square feet office trailer used for administration and call center, install bike racks, install landscape improvements along Rockwell Ave., and remove existing chain link fence w/ new wrought iron fence.

Current Status:

Building permit has not been applied for because the owner wishes to legalize the temporary trailers with a new office building. Services will be moved out of temporary trailers and into the new building and temporary trailers will be removed.

Reason for Extension:

The landscaping requirements conditioned under this entitlement conflict with the new administration building proposed under IPR No. 05-20. The majority of frontage along Rockwell is being asked to provide site upgrades. We wanted to wait until we received our initial planning comments for this entitlement before taking action which were far more restrictive than the previously approved entitlement. The extension is only until a decision is made by the planning commission. A meeting with you will need to be scheduled to review these areas along Rockwell and seek an alternate means of compliance with respect to the landscaping scope.

Sincerely,

Joe Um Architect
(818) 421-7027

TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

JASON C. MIKAELIAN, AICP
COMMUNITY & ECONOMIC DEVELOPMENT DEPUTY
DIRECTOR

BY: MARLENE VEGA
PLANNING TECHNICIAN

SUBJECT: CONDITIONAL USE PERMIT NO. 12-20, DESIGN REVIEW
NO. 01-20 & MODIFICATION NO. 12-20

LOCATION: 9915 GARVEY AVE

**APPLICANT &
PROPERTY
OWNER:** KIM TRIEU
333 W. GARVEY AVE SUITE B
MONTERREY PARK, CA 91754

**ENVIRONMENTAL:
DETERMINATION** ARTICLE 19. CATEGORICAL EXEMPTIONS – SECTION
15301 (CLASS 1 – EXISTING FACILITIES) IN
ACCORDANCE WITH THE REQUIREMENTS OF THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970
AND THE CEQA GUIDELINES, AS AMENDED

RECOMMENDATION: ADOPT A CATEOGORICAL EXEMPTION UNDER
SECTION 15301 (CLASS 1 – EXISTING FACILITIES) AND
APPROVE CONDITIONAL USE PERMIT NO. 12-20,
DESIGN REVIEW 01-20 & MODIFICATION 12-20
SUBJECT TO CONDITIONS

REQUEST:

The Applicant has requested the approval of Conditional Use Permit No. 12-20, Design Review No. 01-20 and Modification No. 12-20 to convert an existing 3,648± square foot commercial building into a multi-tenant commercial building with the a total of three (3) tenant spaces. Other proposed site improvements include renovation of the building's exterior façades and a redesign of the off-street parking lot and landscaping layout. The subject property is located in the MMU (Mixed/Multi-Use) zone. The request is made pursuant to Chapters 17.20, 17.22 and 17.24 of the El Monte Municipal Code (EMMC).

SUBJECT PROPERTY:

Location:	North side of Garvey Ave. (between Seaman Ave. & Merced Ave.)
General Plan:	Mixed/Multi-Use
Zone:	MMU (Mixed/Multi-Use)
Street Frontage:	Garvey Ave: 50 feet
Property Size:	10,000 square feet
Existing Improvements:	Vacant 3,648 ± square foot commercial building

SURROUNDING PROPERTIES

	General Plan:	Zoning:	Land Use:
North:	Medium Density Residential	R-3	Single & multi-family residences
South:	Mixed/Multi-Use	MMU	Commercial auto sales
East:	Mixed/Multi-Use	MMU	Commercial warehouse
West:	Mixed/Multi-Use	MMU	Restaurant & mobile homes

ZONING AND AERIAL PHOTO:

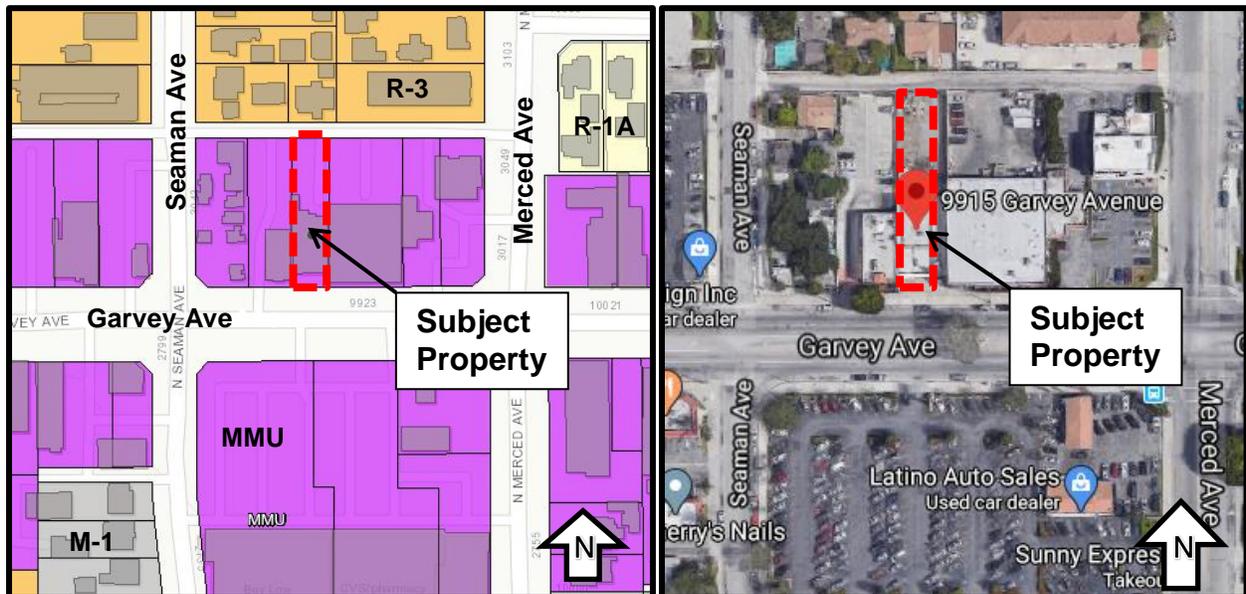


Exhibit 1 –Proposed Site Plan

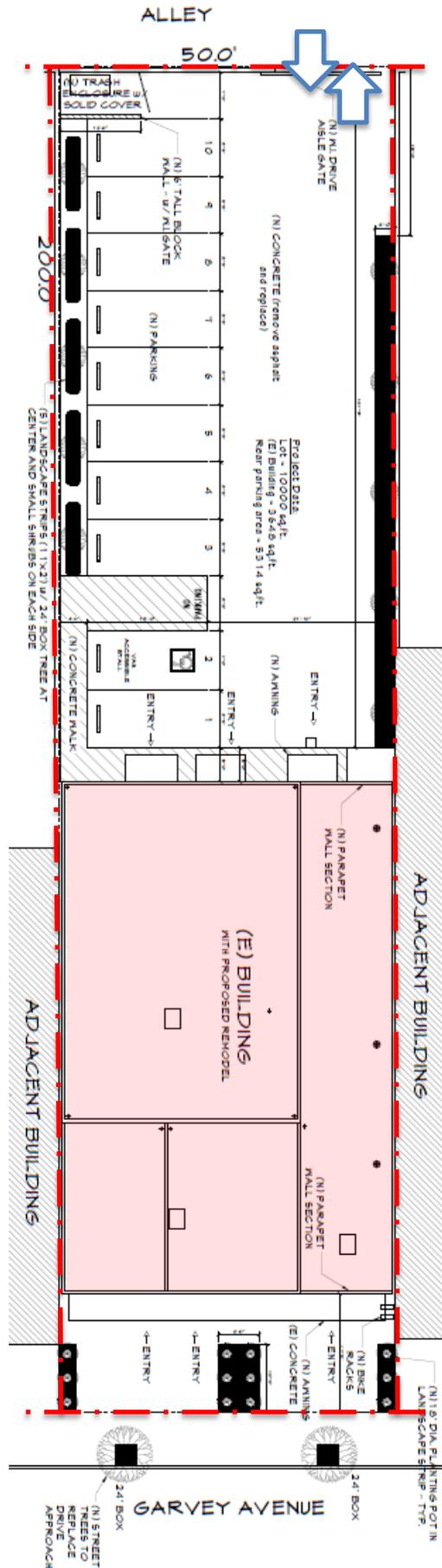


Exhibit 2 – Existing Front Elevation (Street View)



Exhibit 3 – Proposed Front Elevation (3-D Rendering)



PROPOSAL:

The subject site is currently improved with an existing 3,648± square foot commercial building. The applicant proposes to convert the existing commercial building into a multi-tenant commercial building with a total of three (3) tenant spaces. In addition, the project proposes to renovate the existing exterior facades of the building to create a contemporary-modern aesthetic. Further proposed site improvements include additional trees and landscaping along the building's frontage and rear parking lot as well as a complete redesign of the on-site parking layout. The proposed tenant spaces (ranging from 1,000 to 1,472 square feet in size) will be occupied by commercial-retail/office uses, for rental purposes-only.

Site Access/Circulation & Parking

The subject site is a rectangular-shaped lot that encompasses approximately 10,000 square feet of land with 50 feet of street frontage along the north side of Garvey Ave. Pedestrian access to the site is provided from the existing building's frontage along Garvey Avenue that contains an open concreted area/path that leads directly to the building's front entryway system. Staff has conditioned that the applicant provide a clear path of travel that connects to the entryway of all proposed tenant spaces which would include landscaping with irrigation, interlocking pavers and decorative outdoor seating. In addition, a condition of approval has been included to require the applicant to remove two (2) existing driveway openings (that serve no purpose) which are directly adjacent to the property's frontage.

The site contains an existing rear parking lot that is accessed from an alley, with entries along Seaman Avenue and Merced Avenue, through a 17-foot wide driveway opening (providing ingress/egress). In addition, the driveway opening currently contains a rolling chain-link gate that will be replaced with a new wrought iron gate to secure the property during non-business hours.

Per EMMC Section 17.08.070, driveways providing "ingress/egress for commercial or industrial uses shall be not less than 25 feet in unobstructed width." However, because the proposed project does not involve construction of any additional building square footage, the existing driveway opening at the rear alleyway is considered "legal non-conforming" and does not need to comply with the City's current driveway width standards. In addition, Staff has conditioned that the rear parking lot's proposed wrought iron gate shall always remain open during normal business hours. Furthermore, the rear parking lot layout is proposed to be redesigned to accommodate a maximum total of ten (10) parking spaces (including one (1) ADA parking space) along with a new trash enclosure and landscaping with irrigation.

Per EMMC Section 17.08.090, general retail/office uses are required to provide one (1) parking space per 250 square feet of building floor area; which would require the 3,648± square foot commercial building to provide a total of 15 parking spaces. However, because the proposed project does not involve additional building square footage, off-street parking spaces for the project are considered "legal non-conforming" and do not need to comply with the current parking requirements. Staff has conditioned the applicant to provide one (1) 10-foot by 20-foot off-street commercial loading space and a minimum of one (1) electric charging station for the project.

Business Operations

The applicant is proposing to lease the three (3) commercial spaces to potential tenants for general retail/office use that are applicable to the MMU zone standards. Potential tenants will be advised by the property owner to verify occupancy with the City of El Monte's Planning Division prior to any contractual lease agreements. The proposed operation hours are as follows:

- **Monday-Thursday:** 7:00 A.M to 10:00 P.M.
- **Friday-Sunday:** 9:00 A.M. to 5:00 P.M. (varies)

Security Plan

The applicant is proposing surveillance cameras to monitor the internal and external operations of the multi-tenant building. Staff has included a condition of approval to require the applicant to work with the El Monte Police Department and the Planning Division, prior to the issuance of Building permits, to ensure that surveillance and security measures adequately monitor the business and site. In addition, supplementary security requirements may be imposed onto the project at the discretion of the Police Department/Planning Division.

PROJECT ANALYSIS:

2011 General Plan Consistency

The 2011 El Monte General Plan Land Use Element designates the subject property as "Mixed/Multi-Use" and recommends uses that encourage a wide range of retail and service commercial uses to serve the community and the region. Therefore, the proposed occupancy of the businesses within the existing vacant commercial building is consistent with the General Plan as it will provide additional retail/service options for the community and region. Specifically, the project is compliant with Land Use goal (LU-4.4), which states:

"Support the development of office, commercial, and industrial uses, both Citywide and in strategic areas that strengthen the economy".

Zoning Code Consistency

The site is zoned MMU (Mixed/Multi-Use). Per Section 17.24.040 (41) of the EMMC, Conditionally Permitted Uses in Specified Zones, the proposed multi-tenant commercial building will comply with the MMU zoning classification provided that a Conditional Use Permit entitlement request is approved by the Planning Commission. In addition, the MMU zone also requires the application of a Design Review entitlement as there will be substantial alterations to the exterior facades of the existing commercial building that are visible to Garvey Avenue.

Table 1 below provides the development standards for the MMU zone, and identifies whether the proposed project complies with each standard. The table has been prepared so that the Planning Commission may better understand the reasoning behind staff's recommendation.

Table 1. Development Standards

Development Standard	El Monte MMU Zoning Code	Existing Building/Site	Meets Requirement?
Floor Area:	10,000± SF (FAR 1.00)	3,648± SF (FAR 0.36)	Yes
Setbacks:			
Front: (Garvey Ave.)	5' (min.); 15' (max.)	17-6'	Yes
Interior Sides: (West & East)	5' (min.); No max.	0'	No; Legal non-conforming
Rear (North):	0'	106-3'	Yes
Max. Building Height:	4-stories/50'	1-story/16'	Yes
Min. Ground Floor Ceiling Height:	15'	9'-6"	No; Modification requested
Parking:	10 spaces	15 spaces	No; Legal non-conforming
Trash:	1 trash enclosure	1 trash enclosure	Yes

Conditional Use Permit (CUP)

Through the entitlement review process, staff has evaluated the project to ensure that it is in compliance with the City's MMU Zoning Code requirements. The project complies with (or is "legal non-conforming to) the development standards of the MMU zone with the exception to the "minimum ground floor ceiling height," in which the applicant has requested a Modification to reduce the requirement. In addition, staff has reviewed the development and operations plans and has proposed conditions of approval that are believed to mitigate adverse impacts that may affect the subject property or the surrounding neighborhood.

Design Review (DR)

Staff has reviewed the design of the proposed façade improvements in accordance to EMMC Chapter 17.22 and the City's Comprehensive Design Guidelines. Specifically, the following elements have been identified as key design elements for review: 1) Color/Finished Materials, and 2) Mass and Scale.

Color/Finished Materials

The proposed renovation of the building facades conveys distinguishing design features such as simple/clean forms that resemble a contemporary-modern architectural style. The building design contains a flat roof (with little to no overhang) with metal awnings along the front and rear entryways of the building. Furthermore, the applicant is

proposing to finish all exterior facades of the building with a smooth stucco treatment. Staff has conditioned the applicant to work with the Planning Division, prior to the issuance of Building permits, to include additional features such as a scored/tile pattern-detail to enhance the front design of the building. The new proposed paint/color-scheme of the building will also be reviewed and approved by Staff prior to the issuance of Building Permits.

Mass and Scale

The proposed exterior improvements will modify the existing building's mansard roof design to provide a cornice detail that will maintain the same roof height of 16 feet. The simple addition is designed directly under the roofline (with a slight overhang) that runs across the entire length of the building's frontage. The building's front entry system contains three (3) storefronts with metal awnings/trim and expansive glass windows. Overall, the site and building design of the proposed multi-tenant development is consistent with the El Monte Comprehensive Design Guidelines.

Proposed Improvements

Given the poor condition of the existing building, the proposed project has been designed in a manner that would enhance the aesthetics of the site and complement the existing character of the surrounding area. Based on staff's analysis of the key design elements, the proposed project would be compatible with adjacent land uses and will not result in any negative impacts to the surrounding land uses. In addition, Staff has included a condition of approval that will require the property owner to execute a maintenance agreement with the City to ensure that the building and site is adequately maintained.

Modification

A Modification has been requested by the applicant to reduce the minimum ground floor ceiling height requirement from 15 feet to nine (9) feet and six (6) inches.

Staff finds that the Modification can be supported due to the complexity of structural integrity of the existing building. According LA County Assessor records, the building was first constructed in 1942 with improvements/additions that were included in 1952 and 1973. Because sections of the existing building have been constructed at different times in the past, the building conveys different methods of framing and varying building heights. Therefore, in order for the proposed design to meet the minimum 15 foot ground floor ceiling height requirement, the applicant would need to remove the front roof, front wall and reconstruct an all-new area (approximately 1,250 square feet). In addition, the rear portion of the building would also need to be reconstructed/reinforced to meet current structural engineering codes. Given these circumstances staff recommends approval of the Modification in order for the applicant to improve the property.

CITY REVIEW PROCESS:

Staff and other City Departments and Divisions have reviewed the project through the City's internal review process. This review process enables the various City Departments and Divisions (i.e. Planning, Building, Public Works/Engineering, Police and Fire) to check development proposals for conformity with the provisions established

in the EMMC. Additionally, the review process ensures that each development proposal is designed to be compatible with any existing structures on-site and/or the neighboring properties. In turn, the quality and economic health of local residential, commercial and industrial districts are maintained. The concerns and/or conditions of all reviewing parties are included in the recommended conditions of approval. Public notices were mailed to all property owners within a 300-foot radius of the subject property.

ENVIRONMENTAL REVIEW:

In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, this project is Categorically Exempt under Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines, as amended.

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL:

In order to approve the project, the Planning Commission is required to make certain findings. Sections 6 through 8 of the draft resolution contain recommended findings and Section 9 contains the conditions of approval for the Planning Commission’s consideration.

RECOMMENDATION:

Staff recommends that the Planning Commission evaluate the proposal and consider the following Actions:

- A. Adopt a Categorical Exemption Under Article 19 Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines; as amended; and
- B. Approve Conditional Use Permit No. 12-20, Design Review 01-20 & Modification 12-20 subject to the recommended Conditions of Approval contained in Resolution No. 3577

ATTACHMENTS:

- A. Resolution No. 3577
- B. Development Plans
- C. Operations Plan
- D. Site Photographs
- E. Public Hearing Notice, Radius Map & Photo of Public Notice Posting

RESOLUTION NO. 3577

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 12-20, DESIGN REVIEW (DR) NO. 01-20 & MODIFICATION (MOD) NO. 12-20 TO ALLOW THE CONVERSION OF AN EXISTING 3,648 SQUARE FOOT COMMERCIAL BUILDING INTO A MULTI-TENANT COMMERCIAL BUILDING WITH THREE (3) TENANT SPACES LOCATED IN THE MMU (MIXED/MULTI-USE) ZONE AND ADOPTING A CATEGORICAL EXEMPTION PER THE REQUIREMENTS OF CEQA FOR THE PROPERTY LOCATED AT 9915 GARVEY AVENUE, EL MONTE, CALIFORNIA

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1 – PROJECT DESCRIPTION. On April 7th, 2020, Kim Trieu, 333 W. Garvey Avenue, Monterey Park, CA 91754, filed an application for Conditional Use Permit No. 12-20, Design Review No. 01-20 and Modification No. 12-20 to convert an existing 3,648 square foot commercial building into a multi-tenant commercial building with three (3) tenant spaces on an approximate 10,000 square foot parcel.

SECTION 2 – PUBLIC HEARING. This request is made pursuant to the requirements of Chapters 17.20, 17.22 and 17.24 of the El Monte Municipal Code (EMMC). The property is located at 9915 Garvey Avenue, on the north side of Garvey Avenue, and described as follows, to-wit

APN: 8581-019-004

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 12-20, Design Review No. 01-20 and

Modification No. 12-20 before this Planning Commission on July 28, 2020 at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 - GENERAL PLAN. The General Plan Land Use Designation is Mixed/Multi-Use and recommends uses that encourage a wide range of retail and service commercial uses to serve the community and the region. The proposed project is consistent with the goals and objectives of the General Plan for the Mixed/Multi-Use land use designation.

SECTION 4 - ZONING. The property is currently located within the MMU (Mixed/Multi-Use) zone. Adjacent properties are as follows:

- North: R-3; Single & multi-family residences
- South: MMU; Commercial auto sales
- West: MMU; Commercial warehouse
- East: MMU; Restaurant & mobile homes

SECTION 5 - ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined the project to be Categorical Exempt by Article 19, Section 15301 (Class 1- Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 6 – CONDITIONAL USE PERMIT FINDINGS. All necessary findings for the granting of Conditional Use Permit No. 12-20, to convert an existing 3,648 square foot commercial building into a multi-tenant commercial building with three (3) tenant spaces, pursuant to Section 17.24.040(41) of the EMMC can be made in a positive manner and are as follows:

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

Finding of Fact:

The proposed multi-tenant commercial building will provide a total of three (3) tenant spaces for general retail/office uses. The project will improve the site and its surroundings, including the building's facades, streetscape along Garvey Avenue and rear parking lot while creating an environment that is better suited for a mixture of commercial uses.

Furthermore, activity on the site will be limited as the prospective tenants/businesses will maintain regular business hours that do not conflict with the adjacent existing neighborhood uses. The proposed project will be required to comply with all conditions of approval including all Building & Safety, Engineering/Public Works and County Fire Department requirements. Furthermore, Staff has determined that granting the Conditional Use Permit for the proposed establishment will not be detrimental to the public health, safety, or general welfare nor will it be materially injurious to the properties and its surrounding land uses.

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

Finding of Fact:

The subject property is zoned MMU (Mixed/Multi-Use). In accordance with EMMC Section 17.24.040(41) multi-tenant developments can be located in the MMU zone provided that a Conditional Use Permit is obtained.

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

Finding of Fact:

The multi-tenant development site is adequate in size and shape to accommodate the proposed retail/office uses as it contains an existing building that will be renovated/improved with no additional building square footage proposed. The project will improve the site and its surroundings, including the building's facades, streetscape along Garvey Avenue and rear parking lot while creating an environment that is better suited for a mixture of commercial uses. The applicant is also proposing to improve the rear parking lot by reconfiguring the parking layout to provide the maximum number of parking spaces (to the furthest extent that is feasible) while including additional landscaping with irrigation. Furthermore, because the proposed tenant spaces will be occupied by retail/office uses, activity on the site is expected to be limited, as the building will maintain regular business hours that do

not conflict with the adjacent existing neighborhood uses. Furthermore, the existing yards, spaces, walls and fences are adequate to accommodate the project.

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

Finding of Fact:

The site is located along the north side of Garvey Avenue (where the building's storefronts are orientated towards) which is considered to be a "Major Arterial" roadway. Furthermore, an existing rear parking lot that is accessed from an alley with entries along Seaman Avenue and Merced Avenue (both considered to be "Local Streets) will be available to patrons that are traveling to the site by car. Due to this configuration, it is expected that the site will attract more patrons along Garvey Avenue while encouraging pedestrian activity. Therefore, the site will be capable of accommodating the amount and intensity of traffic would generated at the site.

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

Finding of Fact:

The subject property has a General Plan land use designation of Mixed/Multi-Use, which recommends uses that encourage a wide range of retail and service commercial uses to serve the community and the region. The proposed improvements to the existing building and occupancy of additional commercial tenants to the site are expected to visually enhance the aesthetics of the neighborhood while bolstering the economic vitality of the commercial corridor which facilitate the goals and policies of the El Monte General Plan.

SECTION 7 – DESIGN REVIEW FINDINGS. That all necessary findings

for the granting of Design Review No. 01-20, pursuant to Chapter 17.22 (Design Review), can be made in a positive manner as follows:

- A. The granting of the design review request will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

The proposed project will be located in an urbanized built-out community with existing and compatible residential and commercial uses, and therefore will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity. Conditions of approval have been incorporated into the project to ensure that the proposed project will not negatively impact the surrounding properties or land uses in the area. Additionally, before the issuance of City development permits and/or a Certificate of Occupancy, the project

is required to comply with all conditions set forth in the resolution of approval, from the Building and Safety Division, Engineering/Public Works Division, and Fire Department requirements. The referenced agencies through the permit and inspection process will ensure that the proposed project will not be detrimental to the public health, safety or welfare nor will it be materially injurious to the properties or improvements in the vicinity.

- B. The design of the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, textures, and colors that remain appealing and will retain a reasonably adequate level of maintenance.

Finding of Fact:

The design of the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, textures, and colors that remain appealing and will retain a reasonably adequate level of maintenance in that the proposed development is designed in a contemporary modern architecture that reflects an urbanized pedestrian approach. The proposed renovation of the building facades conveys distinguishing design features such as simple/clean forms that resemble a contemporary-modern architectural style. The building design contains a flat roof (with little to no overhang) with metal awnings along the front and rear entryways of the building. Furthermore, the applicant is proposing to finish all exterior facades of the building with a smooth stucco treatment. The proposed project will be distinct in that it is a high quality design that will renovate a dilapidated structure which will add value to its surrounding context. Therefore, the design of the project will provide a desirable environment for its occupants and visiting public as well as its neighbors.

- C. The design and layout of the proposed project would not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.

Finding of Fact:

The design and layout of the proposed project would not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards in that the proposed project will be located in an urbanized built-out community and therefore not likely unreasonably interfere with the use and enjoyment of neighboring existing or future development.

The site is located along the north side of Garvey Avenue (where the building's storefronts are orientated towards) which is considered to be a "Major Arterial" roadway. Furthermore, an existing rear parking lot that is accessed from an alley with entries along Seaman Avenue and Merced Avenue (both considered to be "Local Streets) will be available to patrons that are traveling to the site by car. Due to this configuration, it is expected that the site will attract more patrons along Garvey Avenue while encouraging pedestrian activity.

- D. The architectural design of the proposed project is compatible with the character of the surrounding neighborhood and the provisions of this chapter and the general plan contemplate harmonious, orderly and attractive development.

Finding of Fact:

Given the poor condition of the existing building, the proposed project has been designed in a manner that would enhance the aesthetics of the site and complement the existing character of the surrounding area. Therefore, the proposed project will be compatible with the character of the surrounding neighborhood and the provisions of the Design Review Chapter and the general plan that contemplates harmonious, orderly and attractive development.

- E. The landscape considerations including the location, type, size and coverage of plant materials, provisions for irrigation, maintenance and protection of landscaped areas, have been provided to insure visual relief, to complement buildings and structures and to provide an attractive environment.

Finding of Fact:

The proposed conceptual landscaping plan is designed to define the storefront entryways while allowing adequate visibility into each proposed tenant space. The rear parking lot will be upgraded to comply with the City's landscape and irrigation requirements while buffering parking lot activity from adjacent uses. All new landscaping is required to have a fully automatic irrigation system. Irrigation (including spray and/or drip) shall be provided, in the Construction Document phase, and to be installed per local California water regulations. The new design will provide an attractive environment for employees and visitors on site.

SECTION 8 – MODIFICATION REVIEW FINDINGS. That all necessary

findings for the granting of Modification No. 12-20, to reduce the minimum ground floor ceiling height requirement from 15 feet to nine (9) feet and six (6) inches, pursuant to Chapter 17.20 (Modification/Variance), can be made in a positive manner as follows:

- A. There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity;

Finding of Fact:

Staff believes that there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity due to the complexity of structural integrity of the existing building.

According LA County Assessor records, the building was first constructed in 1942 with improvements/additions that were included in 1952 and 1973. Because sections of the existing building have been constructed at different times in the past, the building conveys different methods of framing and varying building heights. Therefore, in order for the proposed design to meet the minimum 12 foot ground floor ceiling height requirement, the applicant would need to remove the front roof, front wall and reconstruct an all-new area (approximately 1,250 square feet). In addition, the rear portion of the building would also need to be reconstructed/reinforced to meet current structural engineering codes.

- B. The granting of such modification will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

Finding of Fact:

Granting of the Modification will allow the property owner to keep the existing front façade and store front window system that currently exists on the property. In doing so, the storefront façade (which is currently in poor condition) will be improved with distinguishing design features such as simple/clean forms that resemble a contemporary-modern architectural style. Thus, the granting of such modification will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity in which the property is located.

- C. Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under the identical zone classifications;

Finding of Fact:

According LA County Assessor records, the building was first constructed in 1942 with improvements/additions that were included in 1952 and 1973. Because sections of the existing building have been constructed at different times in the past, the building conveys different methods of framing and varying building heights. Therefore, in order for the proposed design to meet the minimum 12 foot ground floor ceiling height requirement, the applicant would need to remove the front roof, front wall and reconstruct an all-new area (approximately 1,250 square feet). In addition, the rear portion of the building would also need to be reconstructed/reinforced to meet current structural engineering codes.

- D. The granting of such modification/variance will not adversely affect the comprehensive general plan.

Finding of Fact:

The approval of this Modification will not adversely affect the comprehensive general plan and will continue to be consistent with its quality and intent. Granting of the Modification will allow the property owner to keep the existing front façade and store

front window system that currently exists on the property. In doing so, the storefront façade (which is currently in poor condition) will be improved with distinguishing design features such as simple/clean forms that resemble a contemporary-modern architectural style.

SECTION 9 – CONDITIONS OF APPROVAL. The Planning Commission determines that the project is Categorically Exempt under Article 19 Section 15301 (Class 1 – Existing Facilities) in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, and does hereby approve Conditional Use Permit No. 12-20, Design Review No. 01-20 & Modification No. 12-20 subject to the following conditions:

GENERAL

1. The project shall substantially conform to Conditional Use Permit No. 12-20, Design Review 01-20 & Modification No. 12-20 and the associated plans presented to the Planning Commission on July 28, 2020.
2. The Conditional Use Permit approval as contained herein shall be effective for a period one (1) year from the date of approval; provided however, that prior to such date, all required business license permits/certificates and Building permits have been obtained by August 7, 2021 or a time extension shall be requested.
3. A copy of the approving resolution shall be printed or attached to the development plans that are to be submitted during the plan check process.
4. All applicable conditions of approval shall be met or deemed to have been addressed by the Planning Division or designee prior to final inspection and prior to either issuance of building permits or occupancy of any buildings.
5. All Planning Division, Building Division, Code Enforcement Division, Engineering Division, and Los Angeles County Fire Department standards and conditions shall be complied with prior to the issuance of Building Permits or another time specified in the conditions or approval or as outlined in City Codes.
6. The applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the Planning Commission Resolution prior to issuance of Building Permits for the proposed project.
7. Graffiti must be removed from any interior/exterior surfaces to the structures and improvements on the property within 24 hours following the application of the graffiti.

Graffiti shall be removed by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface to which it is applied or graffiti may be removed with solvents or detergents, as appropriate.

8. All operations of any preapproved mechanical equipment shall be conducted within an enclosed building and that all openings to the building shall be maintained in a closed position at all times of business operations.
9. If security issues in the publically accessible area of the project are identified by City staff, the applicant shall work with staff to address the security issues through the installation of additional cameras or other means of security to the satisfaction of the Community & Economic Development Director.

LEGAL

10. By acceptance of the approval of the project by the City, the applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the project from an action which may be brought within the time period provided for such actions or challenges under applicable law. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.
11. Subject to review and applicability by the Community & Economic Development Director, Public Works Director, and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to ensure that the property and all improvements located thereupon are properly maintained, the applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the applicant) shall execute a maintenance agreement with the City of El Monte which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:
 - a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.).
 - b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, and/or restrictions on certain uses, including uses determined by the Planning Commission (or the City Council upon appeal) to be incompatible or inconsistent with any authorized uses; compliance with applicable State and/or federal statutes and regulations, including but not limited to compliance with statutes and regulations regarding the appropriate operating

- guidelines for certain equipment (e.g., emissions standards, radio frequency emissions standards etc.);
- c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
 - d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);

CONSTRUCTION

12. The Applicant shall ensure that the contractors conduct construction activities between the hours of 7:00 AM and 6:00 PM on weekdays and 9:00 AM to 5:00 PM on Saturdays, with no construction permitted on Sundays or Federal holidays.
13. The applicant shall distribute a notice prior to the commencement of construction activities to residents within 300 feet of the project boundary of properties that abut the project site. The notice shall include the contact information of the project manager and City of El Monte Planning Division staff.
14. The project must comply and be designed to meet the all requirements of the applicable California Building Code. All building safety, geotechnical, mechanical, electrical, plumbing, and accessibility requirements will be reviewed for compliance during plan review.
15. Prior to commencing demolition and site preparation activities, the project site shall be secured with a fence to prevent unauthorized access to the site and the fence shall contain a screening material to screen construction activities from view. The temporary screening fence shall be installed to the satisfaction of the Economic Development Department and shall be maintained in good condition (free of tears, holes, crack lines, debris, etc.) at all times. At the primary entrance to the site, the screening material shall be reduced to a maximum height of four feet to provide visibility into the site at all times and for public safety purposes. The project site shall also have a minimum of one sign of quality material depicting the proposed development, which shall include renderings, project opening date, and City Council information. The signs shall be designed and installed to the satisfaction of the Economic Development Department and maintained in good condition (free of tears, graffiti, holes, cracks, fading, debris, etc.) at all times.

16. Prior to the demolition of any existing property line walls and/or fences and construction of a new property line concrete block wall(s), the developer shall make reasonable efforts to coordinate and obtain approval from neighboring property owner(s) to remove any existing wall(s) and/or fence(s). Written authorization from the neighboring property owner shall be provided for the removal of an existing wall and construction of a new shared property line wall upon submittal for plan check.
17. Prior to the commencement of construction on the site, the developer shall schedule a pre-construction meeting between the general superintendent or field representative and the Planning Division to discuss the approved plans and construction requirements.
18. During the construction process all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the project site and not in the public R.O.W.
19. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.
20. All trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. Applicant shall divert fifty percent (50%) of its solid waste through recycling services provided by a solid waste hauler duly franchised to provide such service to the property. Pending completion of all construction activities upon the property, surplus construction materials shall be stored so as to be screened from view when not actually in use. All construction and demolition debris shall be removed from the property in compliance with EMMC Chapter 8.20. The removal of all solid waste arising out of the construction and demolition process shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services for construction and demolition projects within the City of El Monte. The removal of all other wastes from the property shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services to residential and commercial properties within the City of El Monte.
 - a. Prior to the issuance of a Building Permit, the developer shall submit to the Building Safety Division, the Environmental Services Division and the City Code Enforcement Division, the name and contact information for the contracted waste hauler. It shall be the developer's obligation to ensure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
 - b. Prior to final approval for occupancy, and in addition to any other requirements set forth under the El Monte Municipal Code or by the Chief Building Official, the developer shall submit to the Building and Safety Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed and/or diverted.

- c. Except as otherwise authorized pending the completion of the construction and demolition activities authorized under this resolution, solid waste containers and bulky items may not be stored or maintained at locations designated for parking and must be maintained in those locations designated for the temporary storage of solid waste and bulky items.

21. The site and the public R.O.W. adjacent to any portions of the site shall be maintained in a condition which is free of debris both during and after the construction, addition or implementation of the entitlements granted herein. All trash and refuse shall be disposed of in dumpsters and be removed from the premises on an as needed basis. Any surplus construction materials shall be stored so as to be screened from public view when not actually in use and be removed from the property upon completion of construction activities. The removal of all trash, debris, and refuse, whether during or subsequent to construction shall be done only by the property owner, the applicant or by a permitted waste contractor, who has been authorized by the City to provide collection, transportation, and disposal of solid waste from residential, commercial, and construction areas within the City.

- a. Prior to issuance of a Building Permit, the developer shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the developer's obligation to insure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
- b. Prior to final approval for occupancy, the applicant shall submit to the Planning Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed.

22. Fire protection facilities; including access, must be provided prior to and during construction.

23. All staging areas and storage of equipment and materials shall be set back from adjacent residential uses.

OPERATIONAL STANDARDS

24. The parking lot gate shall always remain open during typical business hours.

25. All business activities and all storage shall take place within the confines of the building. There shall be no outdoor display, advertisement, merchandizing, debris, and storage of containers and inoperable vehicles at any time. No storage of materials or supplies or inventory shall be permitted outside of the structure. Outdoor seating and other amenities may be permitted outdoors subject to Planning Division and Building Division approval.

SITE PLAN

26. The Applicant shall submit a composite development plan showing all required and intended public and private improvements for the land parcels and public roadway as delineated in the development plans approved herein.
27. Decorative vehicular pavers shall be installed along the driveway to the satisfaction of the Planning Division.
28. The open space between the commercial storefronts and the public-right-of-way shall be improved with landscaping and irrigation, inter-locking pavers and decorative outdoor seating. The public open space shall comply with all provisions of the Commercial Design Guidelines. During the plan check process, the applicant shall provide cut sheets of the selected decorative items.
29. The applicant shall remove the two (2) existing driveway approaches along Garvey Avenue.
30. The applicant shall install a minimum of one (1) electrical vehicle charging station within the parking lot.
31. The project shall provide bicycle racks with a minimum of four (4) bicycle parking spaces for the development. All bicycle racks and associated equipment shall be decorative and match/compliment the design of the overall development.
32. The applicant shall provide one (1) loading space of 15 feet by 20 feet. The loading space shall be marked and designated for loading activities only. All trucks used for incoming and outgoing deliveries shall be limited to a maximum of 20 feet in length.
33. The back-up or idling of commercial trucks is prohibited within the rear alley which abuts the property.
34. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location and shall be fully screened from view.

LANDSCAPING

35. The applicant shall be required to submit to the Planning Division for review and approval of a detailed landscape/irrigation plan for the site. The plan shall address the following items:
 - a. Comply with the State mandated Model Water Efficient Landscape Ordinance (MWELO) 2015 update and Chapter 17.11 - Water Efficiency of the El Monte Municipal Code (EMMC). The document package may be downloaded on the City website under Building and Safety or contact the Building and Safety Division at (626) 580-2050.

- b. An automatic timed underground irrigation system shall be installed and maintained for each landscaped area.
36. The landscape plan shall provide for a variety of groundcover, grasses, shrubs, perennials, and ornamental trees with various textures, heights, size and a variety of foliage and flower color, per EMMC Section 17.10.030(A)(1). The landscape plan shall include a Plant Legend containing: plant symbol, scientific name of plant material, common name of plant material, plant container size, and plant spacing in “inches”. Single row and triangle plant spacing are preferred. Very low, low and medium water usage plant materials are encouraged.
37. The applicant is required to provide a minimum of two (2) 24” box street trees with irrigation along the public-right-of-way along Garvey Avenue.
38. All landscape and irrigation areas shall be installed prior to a certificate of occupancy, which shall be approved by the Planning Division.

LIGHTING

39. The developer shall submit for review by the Planning Division and the Engineering Department, the design and specifications for all proposed lighting fixtures proposed for the buildings, drive aisles, parkways, parking areas, pathways, and surrounding areas within the development. The fixtures shall be reviewed for quality, aesthetics, illumination values, sustainability values such as LED and shall be decoratively and architecturally consistent with the building design. The number, location, height, style and design shall be reviewed and approved by the Planning Division and Engineering Department prior to issuance of building permits.
40. All light fixtures that are adjacent to residential uses shall provide light shields to prevent spilling over to adjacent properties.

UTILITIES AND MECHANICAL EQUIPMENT

41. All onsite utilities service lines shall be underground and not visible to the public view.
42. The applicant shall submit a composite utility plan depicting the location of above ground utility appurtenances. The exact location of the equipment shall be approved by the Planning Division, during the plan check process, and shall be installed as per approved plans. They shall not be allowed within a required parking, turnaround and landscape areas or on any façade facing a public street.
43. All mechanical equipment placement and screening shall be included on the composite utility plan and shall be reviewed and approved by the Planning Division prior to installation. Where practicable and as shown on the plans approved by the Planning Commission in the course of obtaining the requested entitlements,

mechanical equipment, heating, ventilation, air conditioning (HVAC) units, satellite dish systems, solar panels, thermal solar heaters, utility meters, above ground utility and fire safety connections will be, screened, located out of public view or be architectural integrated into the project design. Plant material is not an acceptable screening device.

ARCHITECTURE

44. All building facades shall be finished with smooth stucco.
45. The applicant shall work with staff to enhance the front design of the building to include additional features such as a scored/tile pattern detail.
46. The applicant shall submit a new paint/color-scheme for the building for the review/approval of the Planning Division.
47. The Applicant shall renovate the existing trash enclosure to comply with the City's current requirements/standards. The applicant is required to submit a design for the onsite trash enclosure for review and approval by the Planning Division and the City's Solid Waste Service Provider during the plan check process. The trash enclosure shall be screened and buffered from public view and include a designated area for solid waste disposal and a designated area for recycling disposal. The design will be reviewed for aesthetic value and use of quality materials. All outside trash and garbage collection areas shall be paved and enclosed on at least three (3) vertical sides by a solid five (5) foot high wall and on the fourth side by a decorative view obscuring gate to screen the containers from view. Trash enclosures shall be of a size sufficient to contain all trash containers maintained outside the building. The finish and color of the enclosure shall be designed to match a primary element from the site's building style and to include a decorative solid roof cover and drain that connects to the sewer system.
48. During the plan check process the elevations shall be printed in color. All proposed materials and stucco shall be presented on a board and noted on the architectural plans. The applicant shall work with staff regarding the final color of the awning, to ensure it provides enough contrast with the other colors of the building.

SIGNAGE

49. The monument sign and roof mounted signs along Garvey Avenue shall be removed from the site.
50. The Applicant shall submit a Master Sign program for the property prior to the issuance of a sign permit. All proposed signage will be subject to Planning Division review and approval and must comply with current signage regulations outlined in the EMMC.

51. Window signage shall not exceed ten (10) percent of the window area. Only signs displaying the business name, operational status, and hours of operations may be approved.

52. Cabinet/canister type of signage is prohibited.

53. Foam lettering is prohibited.

SECURITY/SURVEILLANCE

54. The applicant shall provide a security plan that includes a security system with HD cameras for the commercial building and parking areas prior to occupancy of the building. The plan shall incorporate a high definition recording camera surveillance system. The plan shall be reviewed by the El Monte Police Department and such recording shall be available for the El Monte Police Department for a minimum of 45 days. The Police Department shall have the authority to make changes to the plan as needed to enhance public safety.

ENGINEERING DIVISION COMMENTS

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

55. General:

- a) Project Applicant shall obtain approval from the Los Angeles Fire Department (LACFD) for development's fire protection, fire flow requirements, emergency access circulation for development, etc. and shall construct all Fire Department required improvements. LACFD approval will be required:
 - a. Prior to Grading/Building Permits (LACFD Building Division)
- b) Comply with the City's ordinances and regulations pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- c) All USA/Dig Alert graffiti markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement prior to final approval.
- d) No encroachment into the City right-of-way from private property will be allowed.

- e) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

56. Grading and Drainage:

- a) The Grading and Drainage Plan must include standard City of El Monte NPDES and Grading and Drainage Notes and be prepared in accordance with the City of El Monte Grading Manual.
- b) Historical drainage patterns from adjacent lands to the property shall be identified and maintained. The Project shall accept and include in the drainage design any current drainage from adjacent land.
- c) Trash Enclosures must comply with Planning Department requirements, have a solid cover, and be designed to contain fluids from the temporarily stored solid wastes, and fitted with a drain that connects to the Sewer.
- d) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.
- e) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004001, Order No. ORDER NO. R4-2012-0175 and City of El Monte Ordinance No. 2840 This permit was issued by the State of California Regional Water Quality Control Board, Los Angeles Region on December 28, 2012 and the City Ordinance was passed and adopted June 10, 2014 The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues. Once the site has been developed, how will runoff be maintained? Was there a system that was designed to treat the runoff prior to discharging into the public system? Best Management Practices (BMPs) should be implemented to address storm water pollution and peak flow discharge impacts. All BMPs must be sized to meet specified water quality design and/or peak flow discharge criteria.
 - 1. Filtration and infiltration methods must be used to defray a large percentage of the storm water runoff into the storm drain system, or Comply with requirements for Non-Designated Project (See County of Los Angeles Public Works Department Low Impact Development Standards Manual – February 2014).

57. Sewer

- a) Project Applicant / Civil Engineer shall show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter and material of the onsite sewer.

1. Project Applicant must obtain Will Serve Letter from County Sanitations District of Los Angeles County in customary form prior to issuance of a grading permit for the Project.

58. Water:

- a) It is the Project Applicants' responsibility to contact the Water Purveyor (**San Gabriel Valley Water Company**) to obtain approval of service and that the purveyor has adequate water to provide such service.
- b) The water supply system serving the development shall be adequately sized to accommodate the total required domestic water and fire flows, in compliance with the **San Gabriel Valley Water Company** and Los Angeles County Fire Department requirements.
- c) All existing water services no longer required as part of the Project shall be abandoned at the mainline.
- d) Relocate existing water meter out of existing drive approaches.

59. Overhead Utilities:

- a) Project Applicant shall underground any existing overhead utilities that are to serve the property in accordance with EMMC Chapter 16.28.110. The final scope and design of the undergrounding of these overhead facilities is subject to SCE and other relevant utility provider approval.
- b) Any utility poles conflicting with the proposed improvements shall be relocated at the expense of the Project Applicant.

60. Parking Lot and Driveways:

- a) All parking lots and driveways shall be surfaced with asphaltic concrete to a minimum thickness of three (3) inches over a minimum aggregate base of six (6) inches or surfaced with Portland Cement concrete with a minimum thickness of five (5) inches over a three (3) inch aggregate base. After review of the probable vehicular traffic and the soils report for the project, additional material may be required at the discretion of the City Engineer (EMMC 17.08.030) and/or in accordance with recommendations of the Geotechnical Engineer.
- b) All drive approaches shall be ADA compliant. Insufficient width in the parkway will require Project Applicant to dedicate an easement at each drive approach to the City to accommodate a compliant drive approach.

61. Street and Traffic:

- a) All Streets fronting property shall be improved to meet current General Plan requirements for Right of Way and Roadway. Use Geotechnical Engineer's Report and APWA standard plans and specifications for roadway improvements. Prepare offsite improvement plans as necessary and provide an engineer's estimate for all public improvements. All offsite improvements (remove existing drive approaches, new curb and gutter, new sidewalk) shall be in complete compliance with the Americans with Disabilities Act (ADA).
- b) Traffic control plans must be signed by a licensed State of California Traffic Engineer and submitted for review and approval prior to issuance of encroachments for work in the public right-of-way.
- c) Work in concrete streets that requires trenching, excavations, or otherwise cutting into the street will require full concrete panel replacement for all panels affected.
- d) Streets that have been paved or repaved within the previous 5-years are subject to City Ordinance No. 2873 which states: Streets fronting the proposed project have been repaved within the past 5-years and subject to City Ordinance No. 2873 and will require grind and overlay for one-half of street for all pavement cuts on project side of street only and full street grind and overlay for pavement cuts that cross street centerline/striped centerline in accordance with City guidelines and requirements along entire project frontage for the following streets:
- e) Public improvements will be generated on the basis of the approved site plan. P.C.C. pavement and asphalt-concrete (A.C.) thicknesses and strengths will be determined by the Registered Civil Engineer (project engineer of record) preparing the street plans and utility improvement plans.
- f) Repair, remove, and replace deficient and/or damaged sidewalk and standard curb & gutter adjacent to the development at the direction of the City Engineer/City Inspector. Use APWA standard plans and specifications
- g) Remove all existing improvements no longer intended for use (drive approaches, under sidewalk drains, meter boxes, etc.) and replace with new sidewalk and full height curb and gutter as required. Use APWA standard plans and specifications.
- h) Project Applicant shall remove all existing curb paint and replace in kind on all curbs fronting the proposed development.
- i) Parkway trees shall be installed by the Project Applicant within the street public right-of-way segments per the City of El Monte Tree Ordinance in the quantities

and locations as directed by the City of El Monte Planning Department/Public Works Department.

- j) Enter into a public improvement agreement with the City and post a Faithfull Performance bond and a Labor and Materials Bond in the amount of 150% of the estimated cost to cover the construction of the proposed offsite improvements. A Warranty Bond shall be provided in the amount of 100% of the cost of the estimated improvements and shall be in effect for one year after the date of acceptance of the project improvements. Alternate security or Cash deposits will be accepted in lieu of the required bonding. EMMC 16.32.030, EMMC 16.32.040, and EMMC 16.32.045.

BUILDING DIVISION COMMENTS

62. Plans submitted shall conform to the 2019 California Building Codes and California Green Building Code.

63. The project shall provide all disabled access requirements and complete details on the plans prior to plan review submittal and conform to Chapter 11B.

SECTION 10 – PLANNING COMMISSION APPROVAL. That the

Secretary of the Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.

Amy Wong, Chairperson

ATTEST:

Adrian Perez, Secretary
El Monte City Planning Commission

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

I, Adrian Perez, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3577 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on July 28, 2020, by the following votes to wit:

AYES:

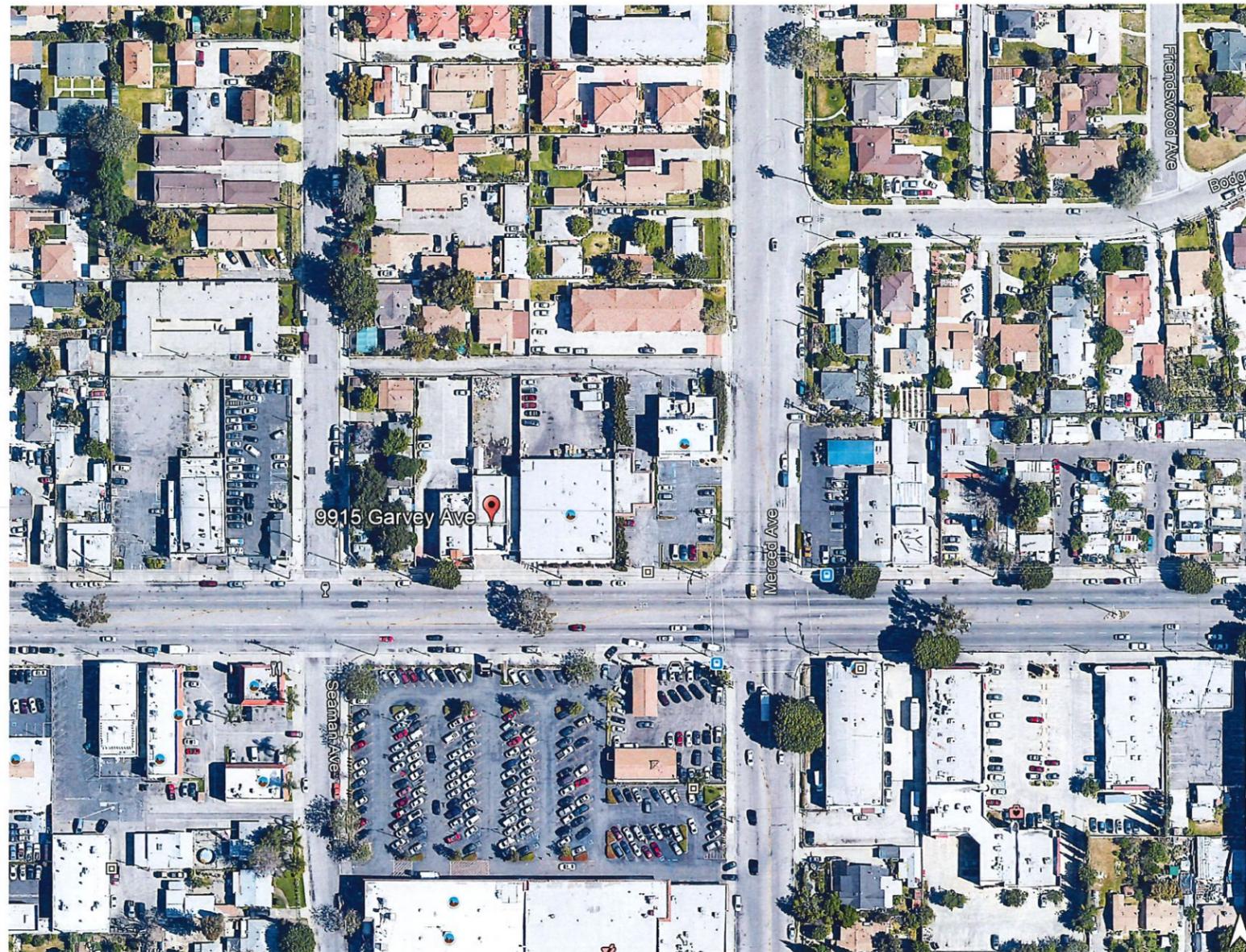
NOES:

ABSTAIN:

ABSENT:

Adrian Perez, Secretary
El Monte City Planning Commission

PROPOSED TENANT IMPROVEMENT



Site Image

Scale: n.t.s.

SHEET INDEX	
A0	COVER SHEET AND NOTES
A1	SITE PLAN
A2.1	PROPOSED FLOOR PLAN
A2.2	EXISTING BUILDING
A3.1	EXTERIOR ELEVATIONS
A3.2	CROSS SECTIONS

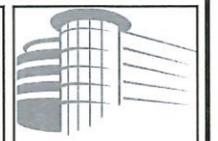


PROJECT INFORMATION	
APN#	858 1-019-004
LOT SIZE	10000 SQ.FT.
(E) FLOOR	3648 SQ.FT.
REMODEL AREA	3648 SQ.FT.
LOT COVERAGE	3648 SQ.FT. 36%

Additional Project Information:
 Construction Type: V-B
 Occupancy: B
 Occupant Load:
 Sprinklers: not required
 Zoning: MMU

SCOPE OF WORK:
 This project includes the remodel of the existing commercial building and various site amenities. No additional area will be added to the building. Landscaping will be installed in the front and rear of the building. The parking in the rear of the building will be re-constructed. A new trash enclosure will be constructed. Two existing signs will be removed. All exterior colors will be upgraded and some minor roof elements will be adjusted. The interior of the existing building will be adjusted to allow for 3 separate rentable units.

- Applicable Codes:
- 2019 California Building Code
 - 2019 California Plumbing Code
 - 2019 California Mechanical Code
 - 2019 California Electrical Code
 - 2019 California Energy Code
 - 2019 California Green Code
 - 2019 California Residential Code



Nestwood Design
 358 East 14th Street
 Upland, Ca 91786
 Tel: (909) 374-5610
 WWW.NESTWOODDESIGN.COM

REV	BY	DATE
1	bjh	-
2	-	-
3	-	-
4	-	-
5	-	-

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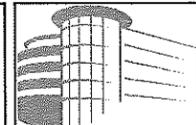


PROJECT ADDRESS:
 9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:
 Kim Trieu

<u>JOB#</u>	CO219
<u>DATE:</u>	Feb. 2020
<u>DRAWN BY:</u>	BJH
<u>SCALE:</u>	Noted
<u>SHEET#</u>	A0

Cover Sheet

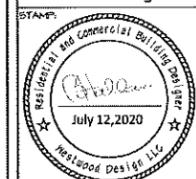


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PROJECT ADDRESS:

9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:

Kim Trieu



LOBB#
CO219

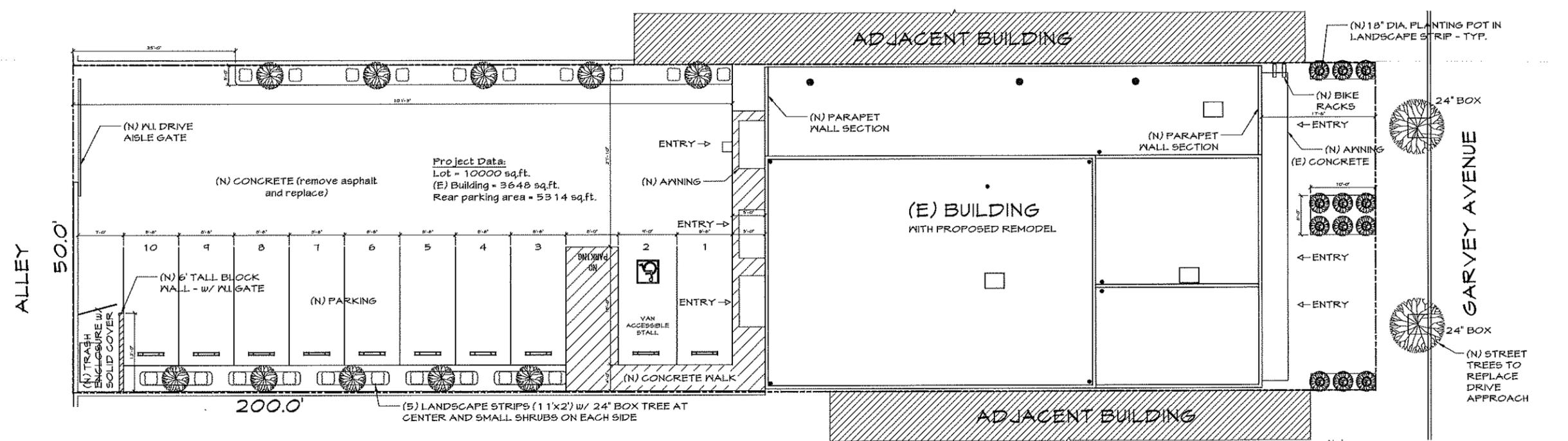
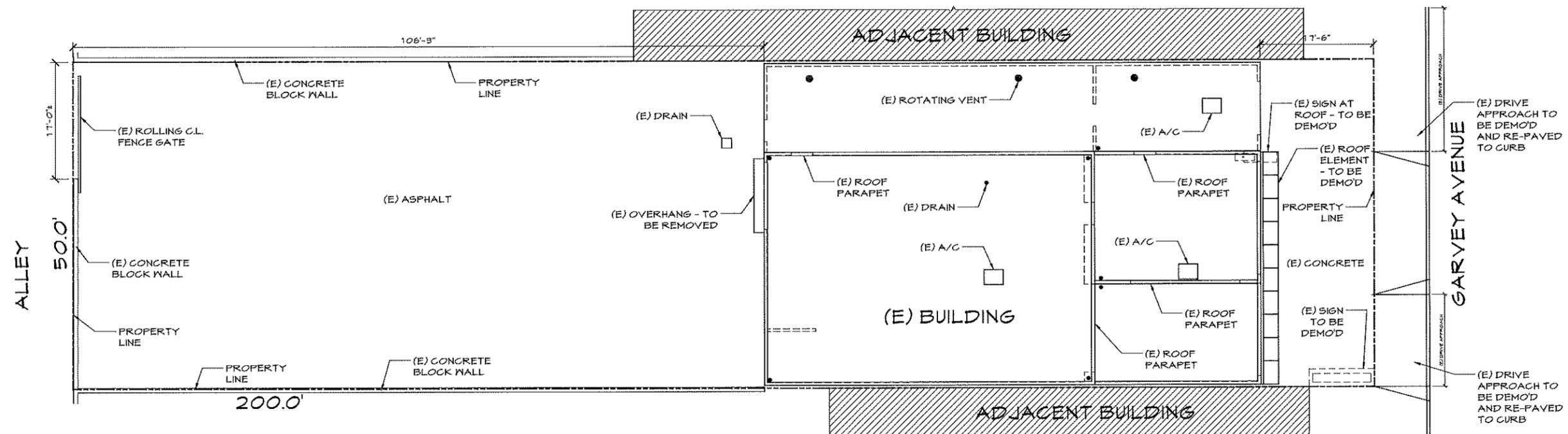
DATE
Feb. 2020

DRAWN BY
BJH

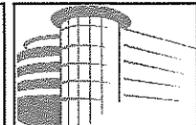
SCALE
Noted

SHEET#
A1

Site Plan



Note:
No proposed concrete work will be performed at the front of the property. Approximately 75 sq.ft. of concrete will be removed for new planters.

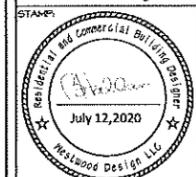


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REV	BY	DATE
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9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:

Kim Trieu



JOB#
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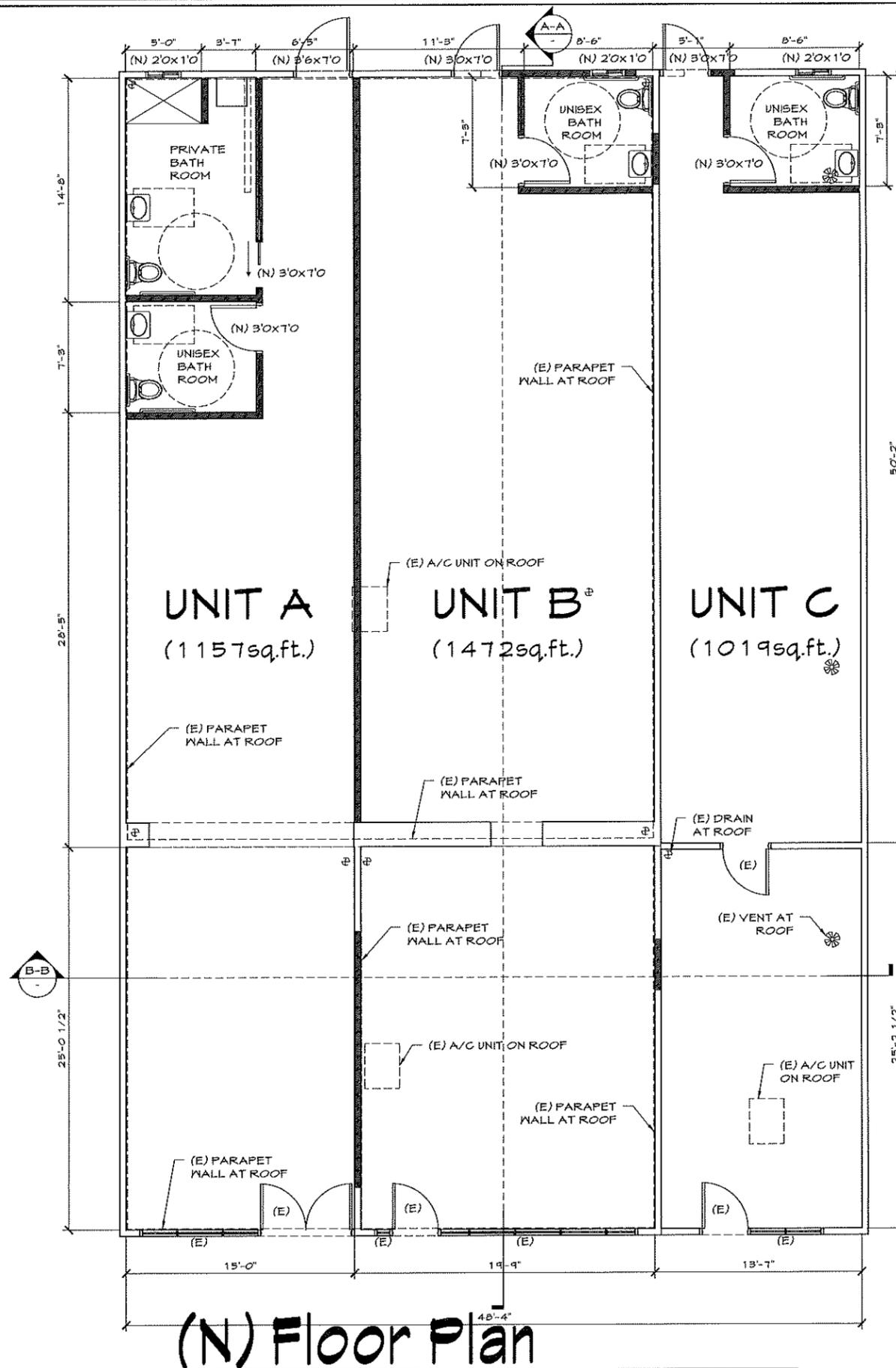
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Feb. 2020

DRAWN BY:
BJH

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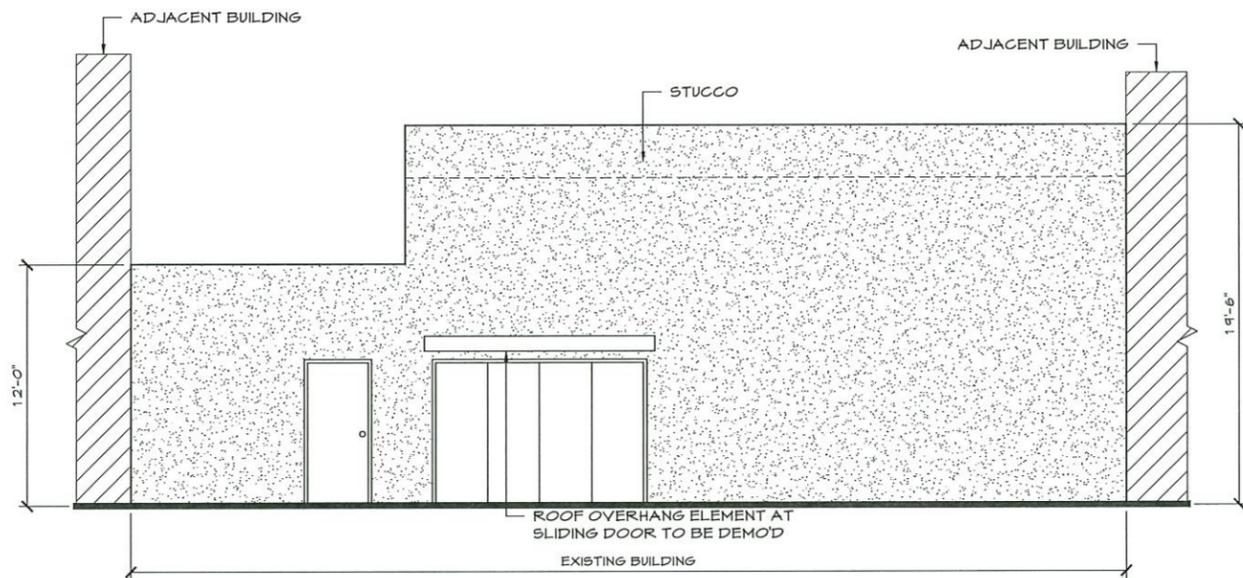
SHEET#
A2.1

(N) Floor Plan



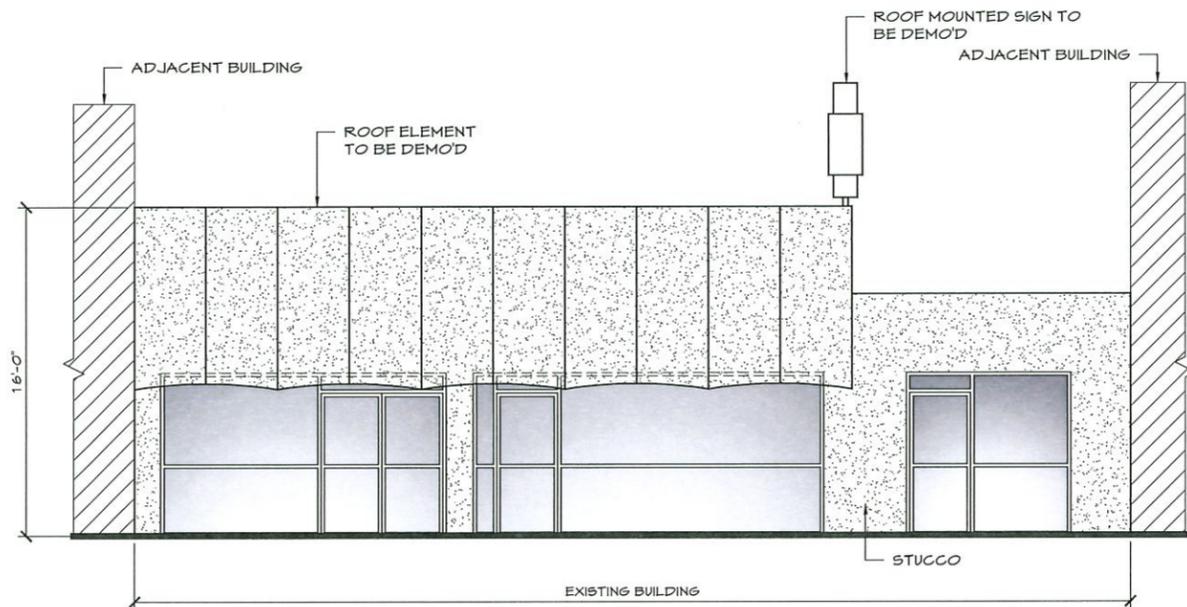
(N) Floor Plan

Scale: 1/4" = 1'-0"



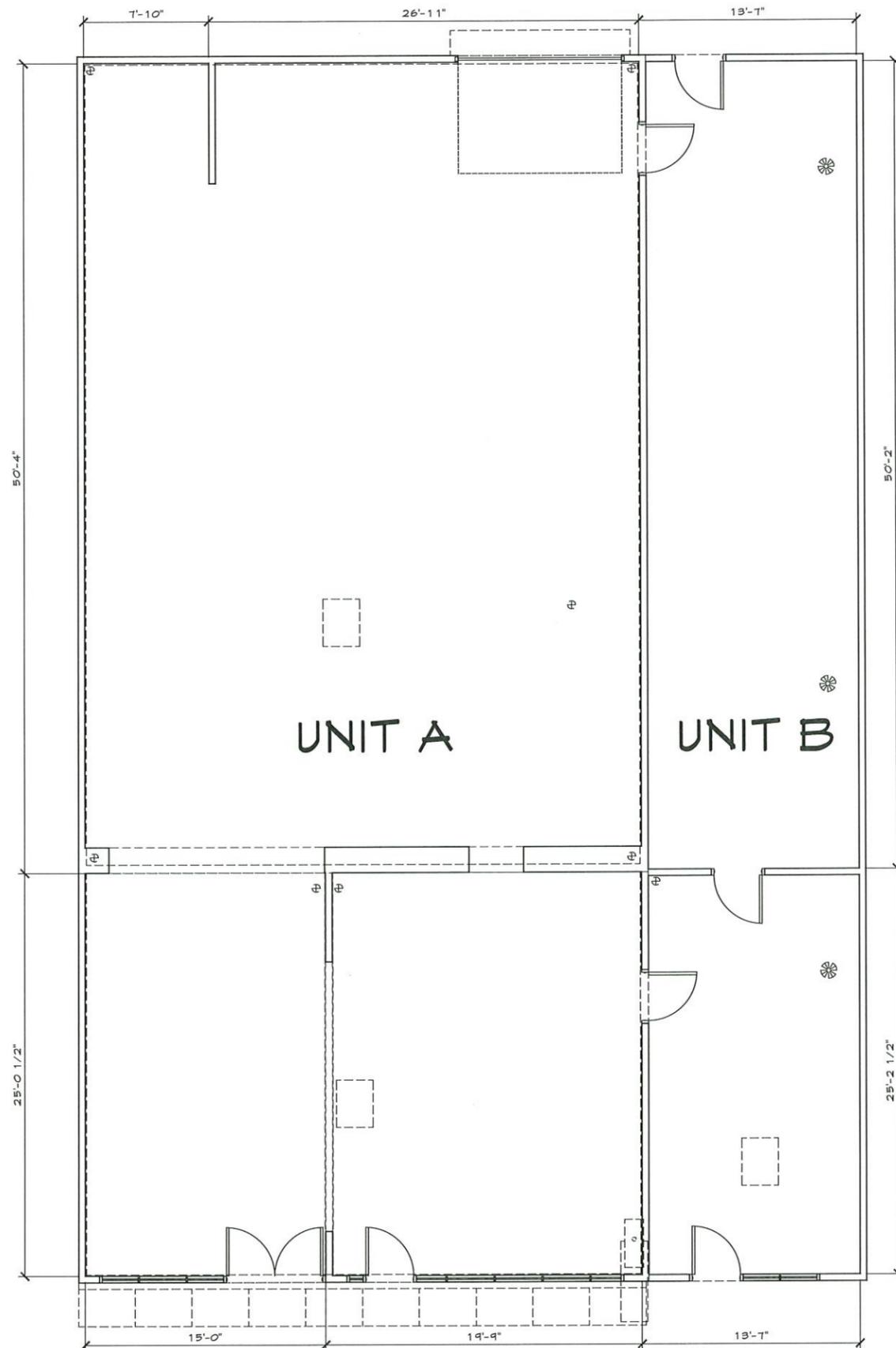
(E) North Elevation

Scale: 1/4" = 1'-0"



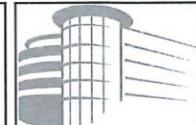
(E) South Elevation

Scale: 1/4" = 1'-0"



(E) Floor Plan

Scale: 1/4" = 1'-0"

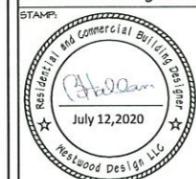


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PROJECT ADDRESS:

9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:

Kim Trieu



JOB#
CO219

DATE
Feb. 2020

DRAWN BY
BJH

SCALE
Noted

SHEET#
A2.2

(E) Bldg Plan

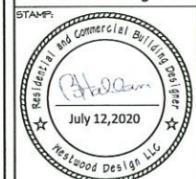


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9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:

Kim Trieu

JOB#

CO219

DATE:

Feb. 2020

DRAWN BY:

BJH

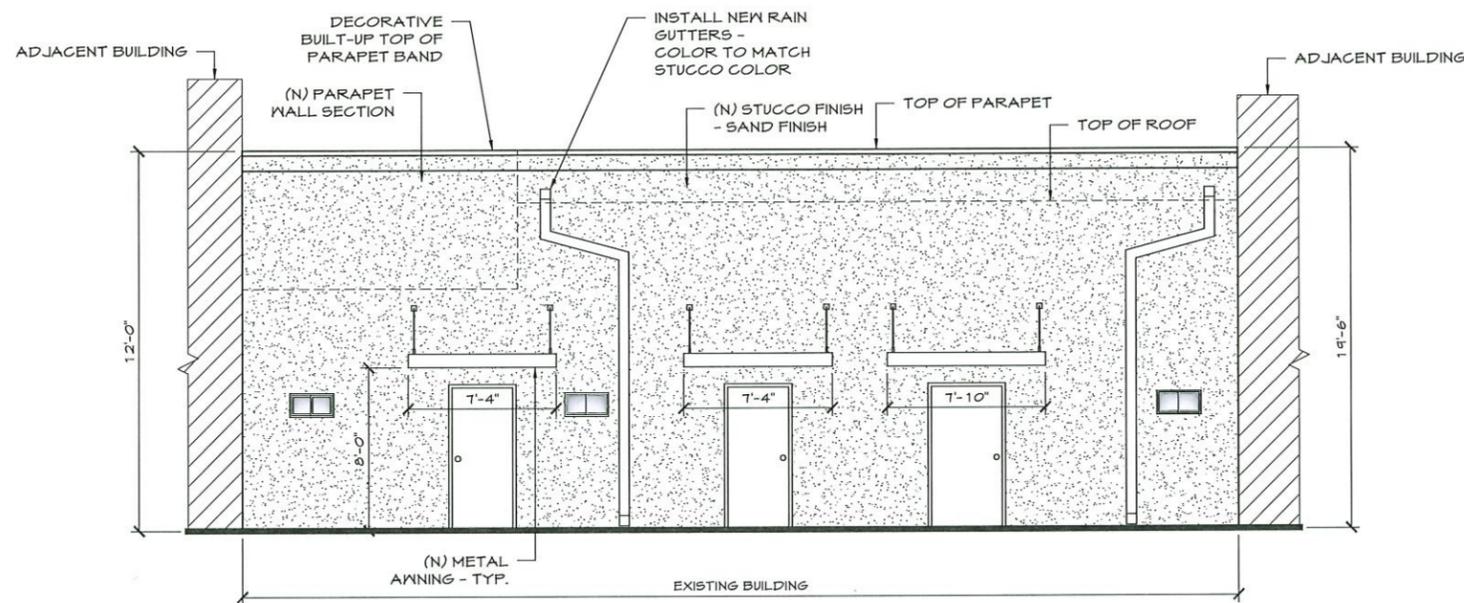
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Noted

SHEET #

A3.1

Exterior Elevations



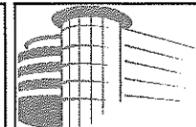
North Elevation

Scale: 1/4" = 1'-0"



South Elevation

Scale: 1/4" = 1'-0"



**Nestwood
Design**

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9915 Garvey Avenue, El Monte, Ca. 91733

CLIENT:

Kim Trieu

JOB#
CO219

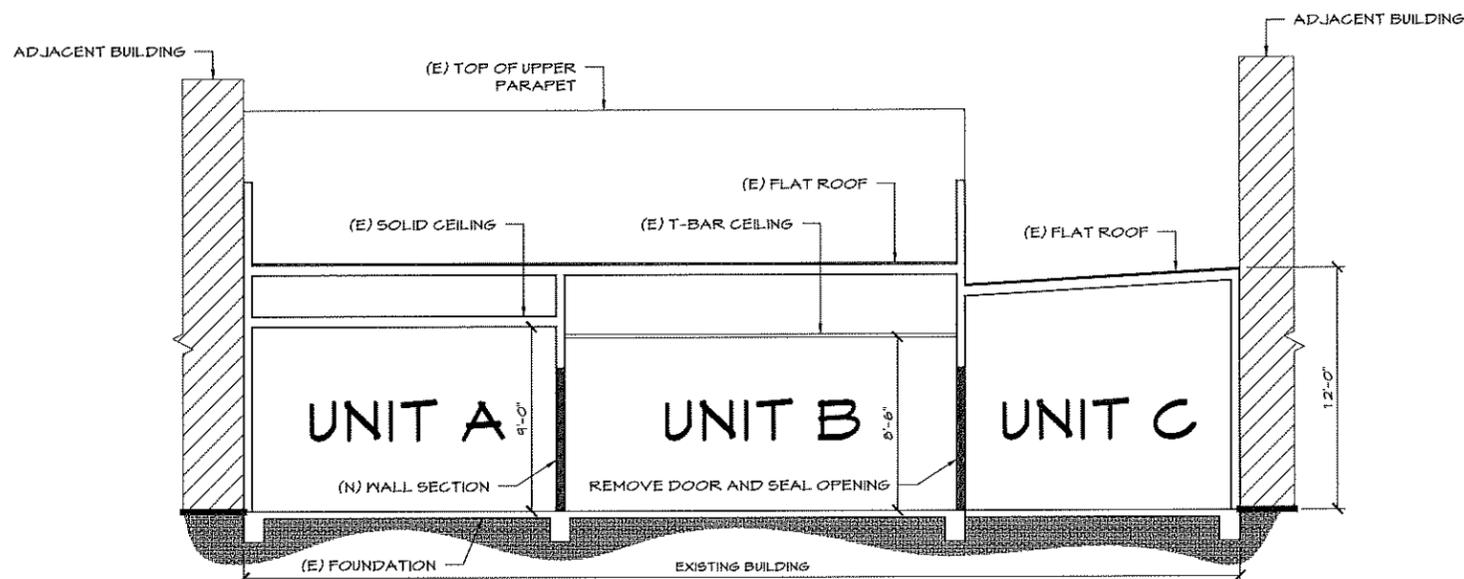
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Feb. 2020

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BJH

SCALE:
Noted

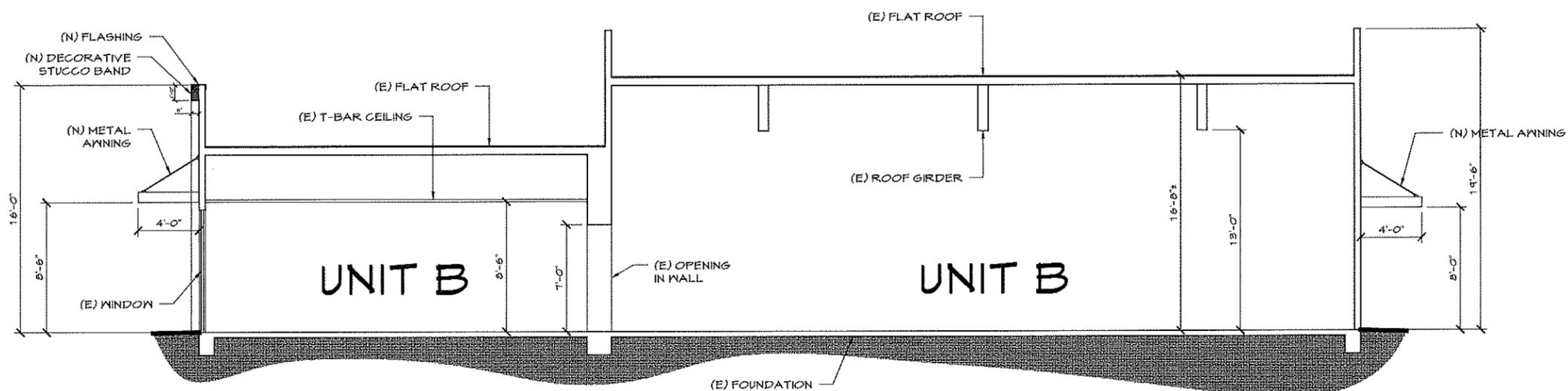
SHEET #
A3.2

Cross Sections



Section B-B

Scale: 1/4" = 1'-0"



Section A-A

Scale: 1/4" = 1'-0"

July 21, 2020

Good Evening Board Members,

I recently bought the property 9915 Garvey Ave in EL Monte, CA 91733 in January 2020. This is the only property I own in the City of El Monte.

I would like to propose three (3) multi-tenant uses for this building. I plan to lease for businesses that would be allowed by the City of El Monte. Example of retail stores are: diaper, furniture, herbal stores. Potential businesses like insurance office and eyelash salon have been calling. Potential tenants will be advised to check with the City of El Monte to make sure they can do business at my building before a lease is signed.

The hours of operation will vary from businesses and I will inform the tenants to verify with the City of El Monte allowable hours and working days of operation.

Thank you for your time and consideration.

Regards,

Kim Trieu

Cover Sheet

Proposed Tenant Improvement

Kim Trieu

9915 Garvey Avenue

Table of Contents

1. Existing front elevation
2. Proposed image of colors and materials
3. Existing pictures of the building and site

9915 Garvey Avenue

Legend
📍 9915 Garvey Ave

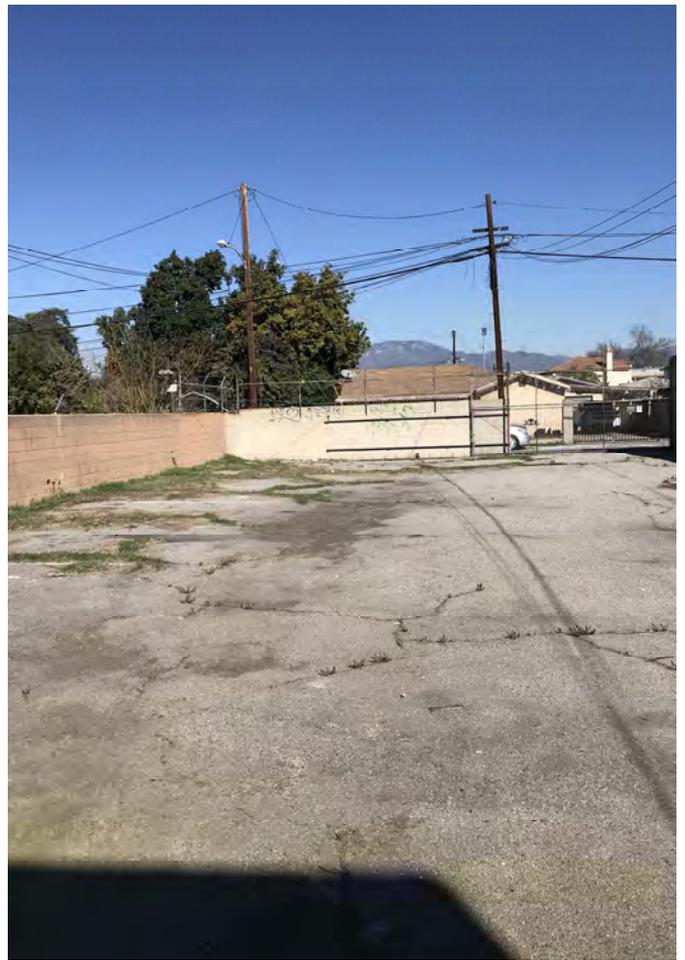


Existing front elevation.

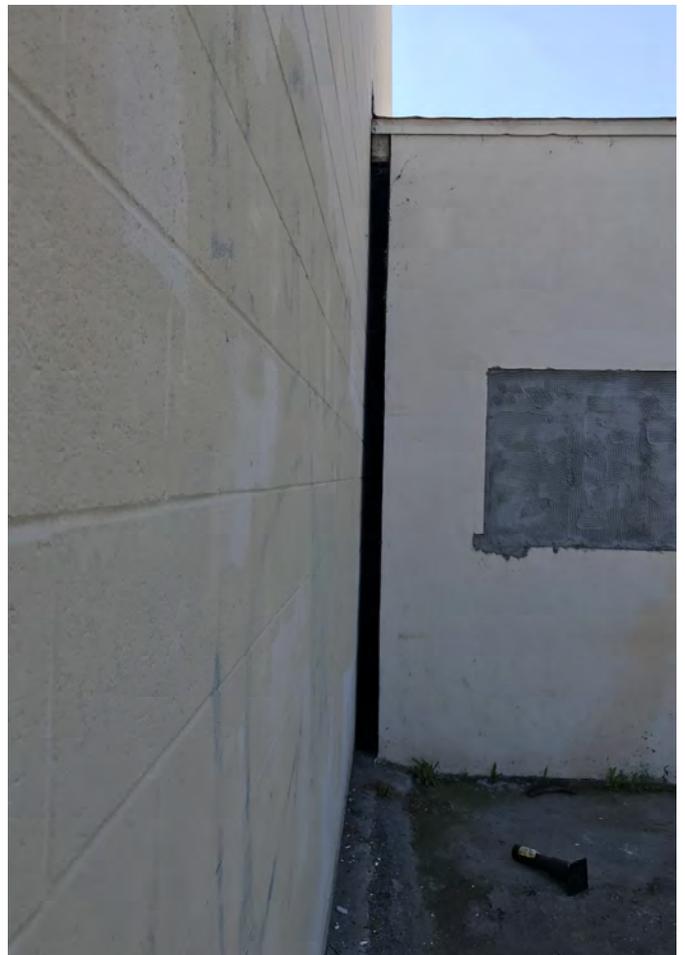


Proposed material and color examples.



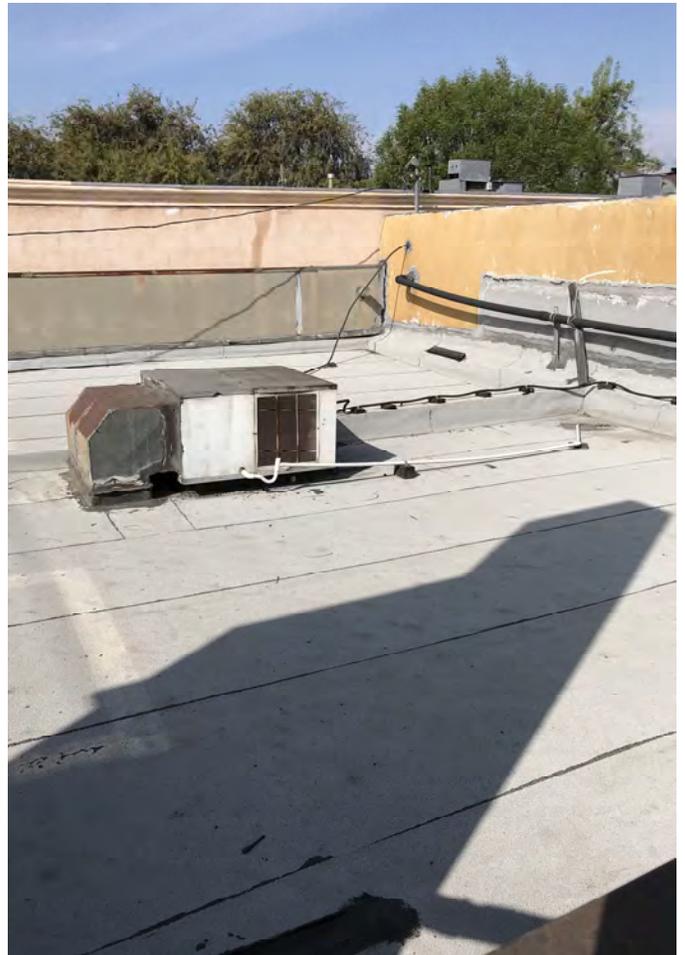
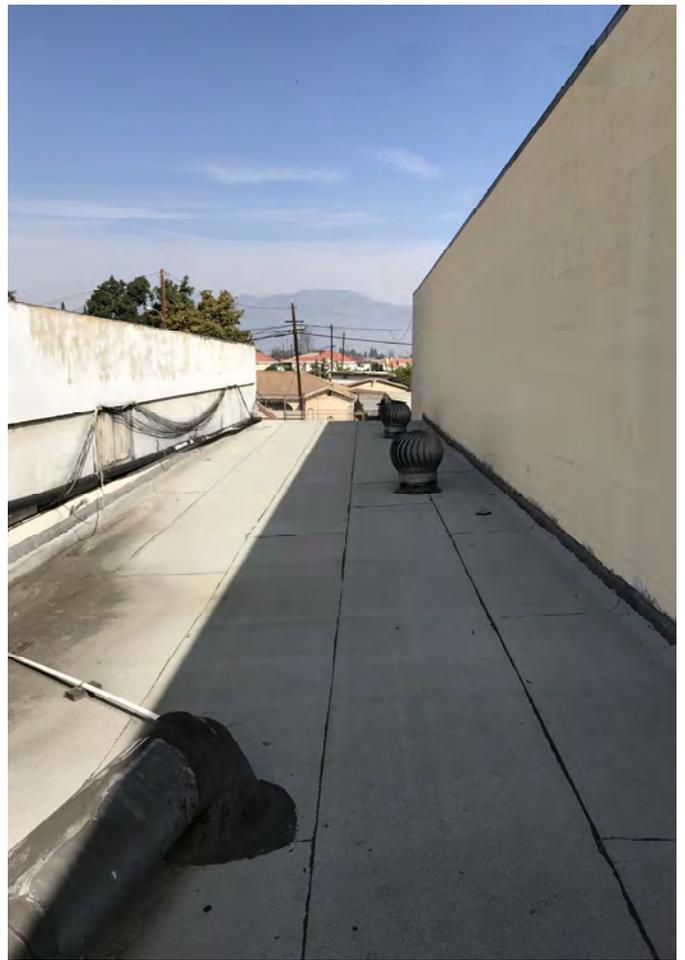


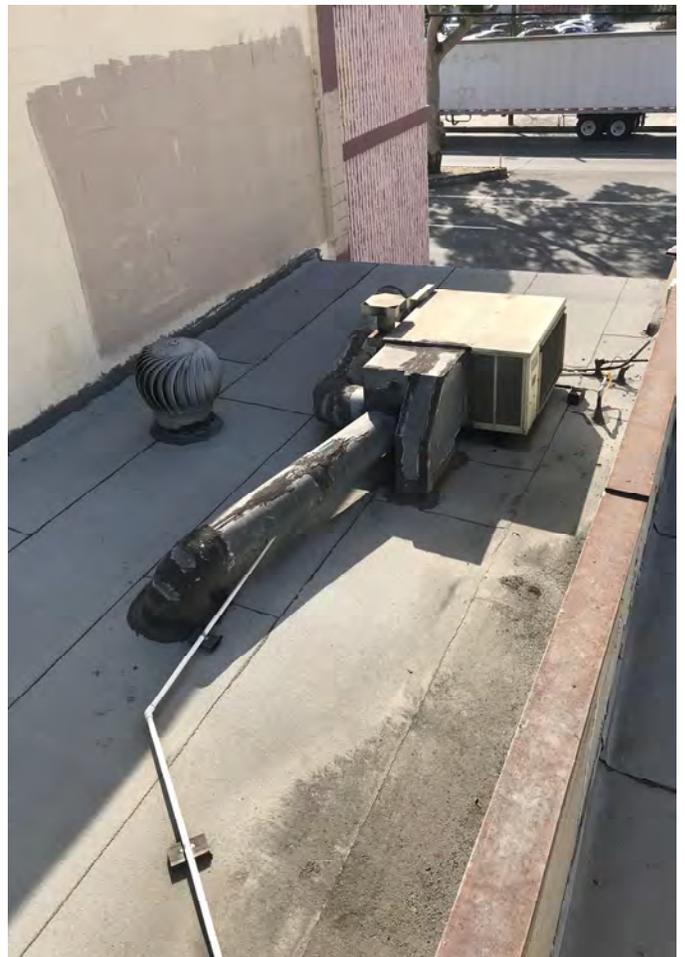
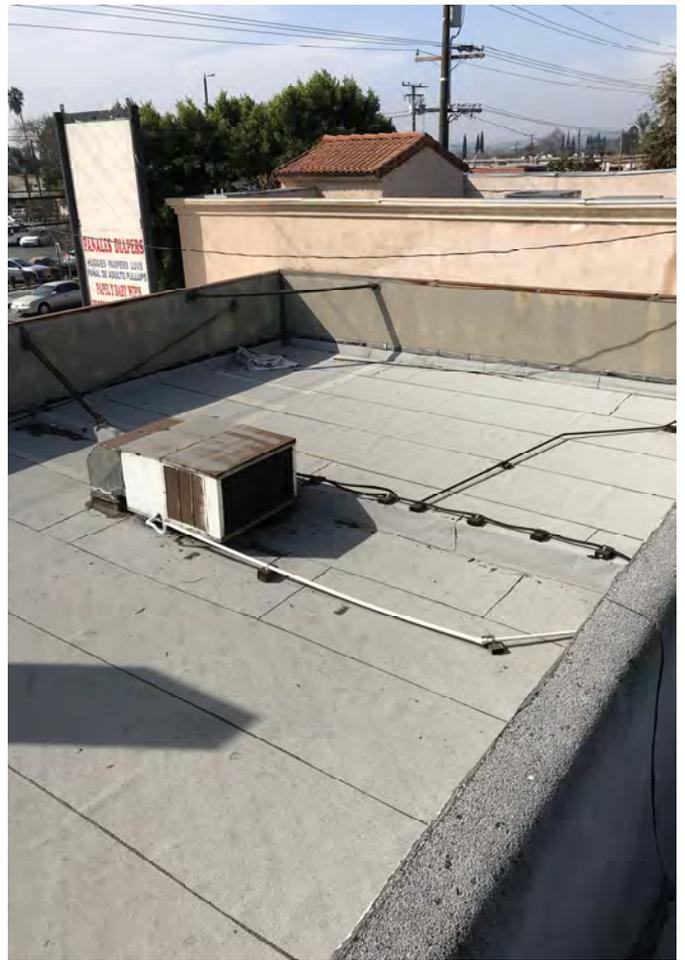


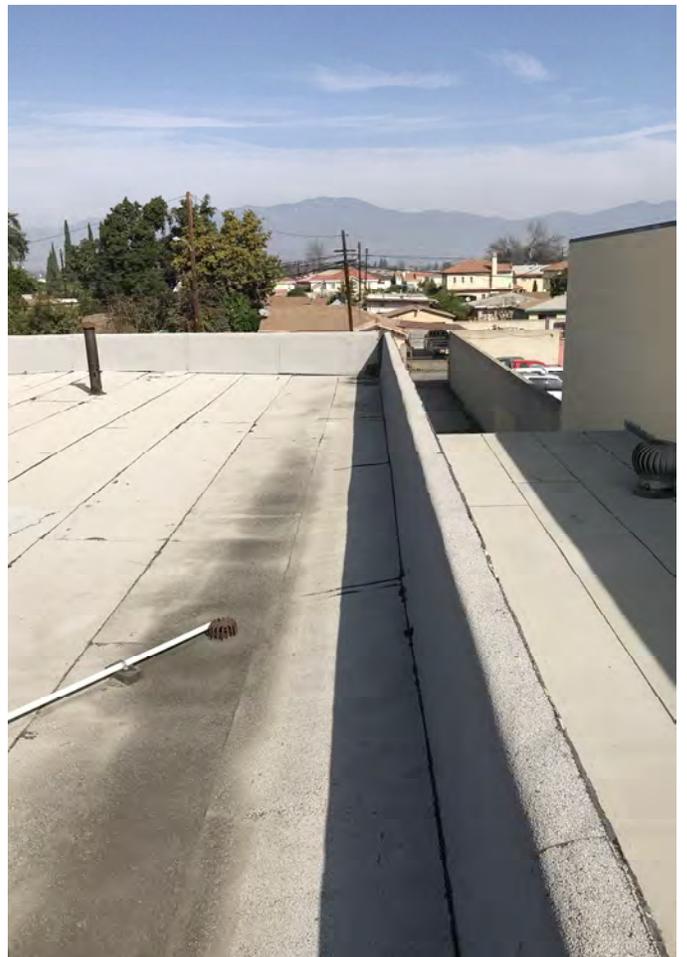


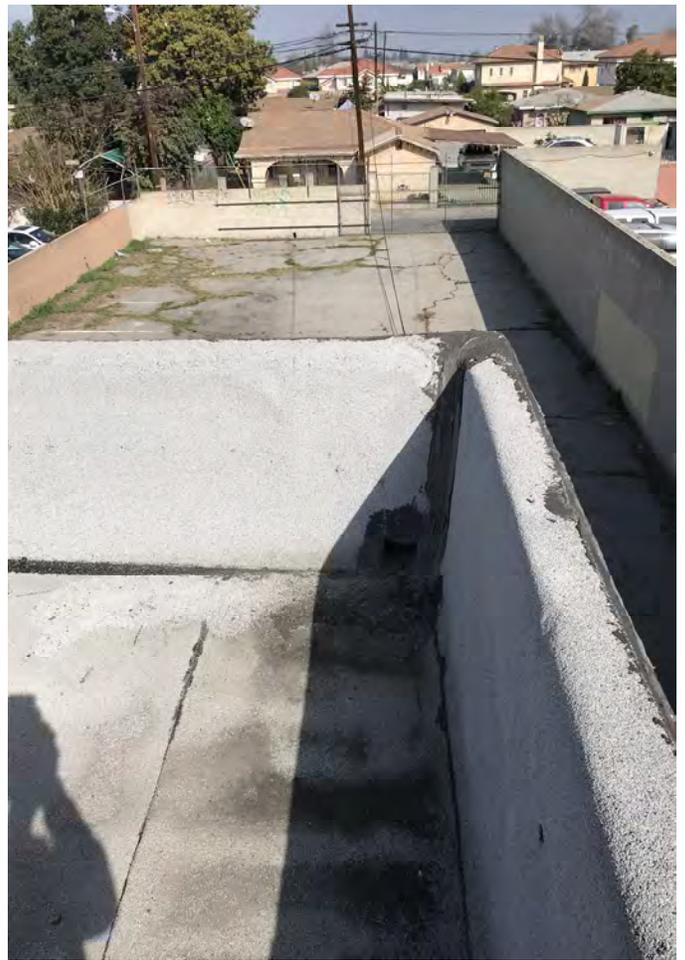


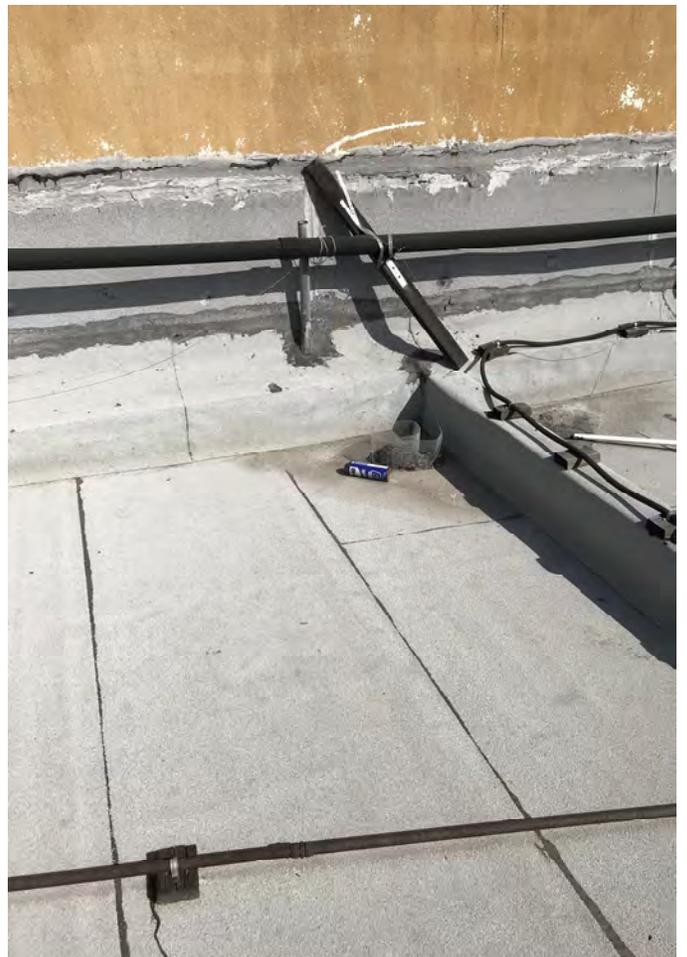
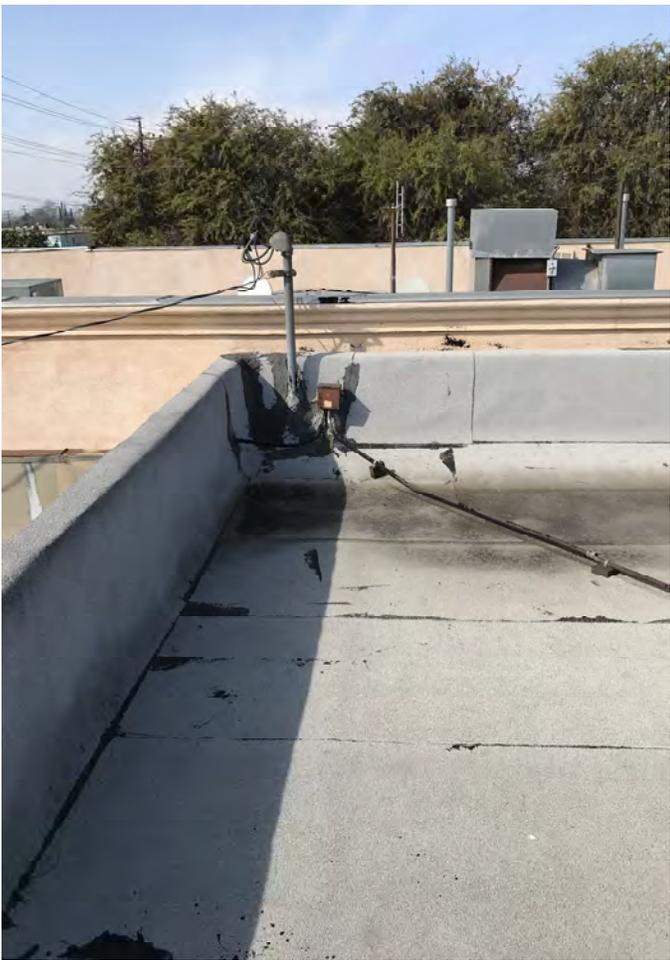


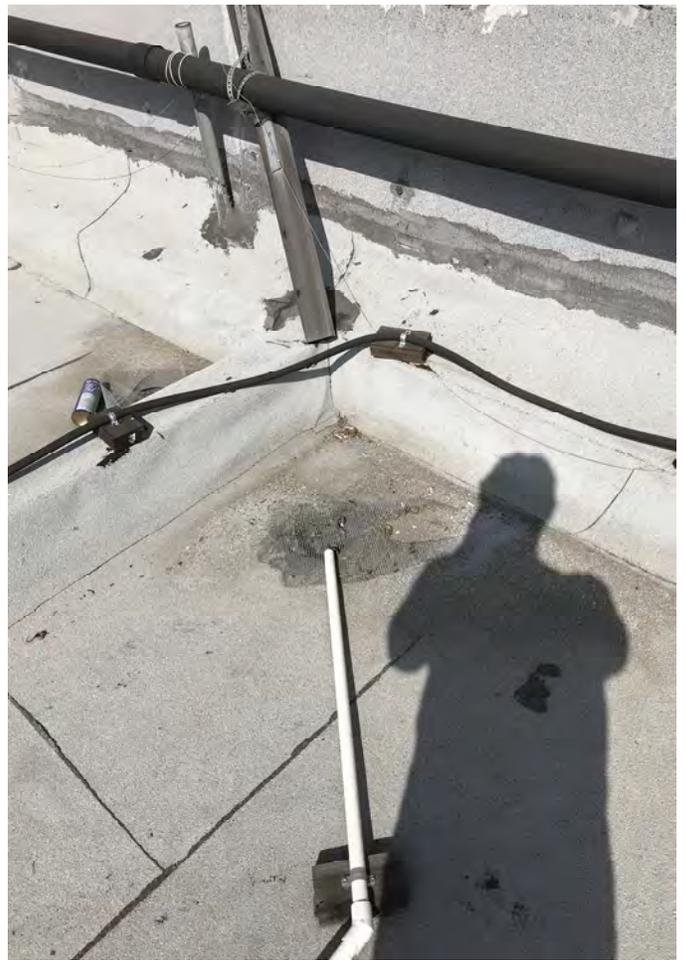


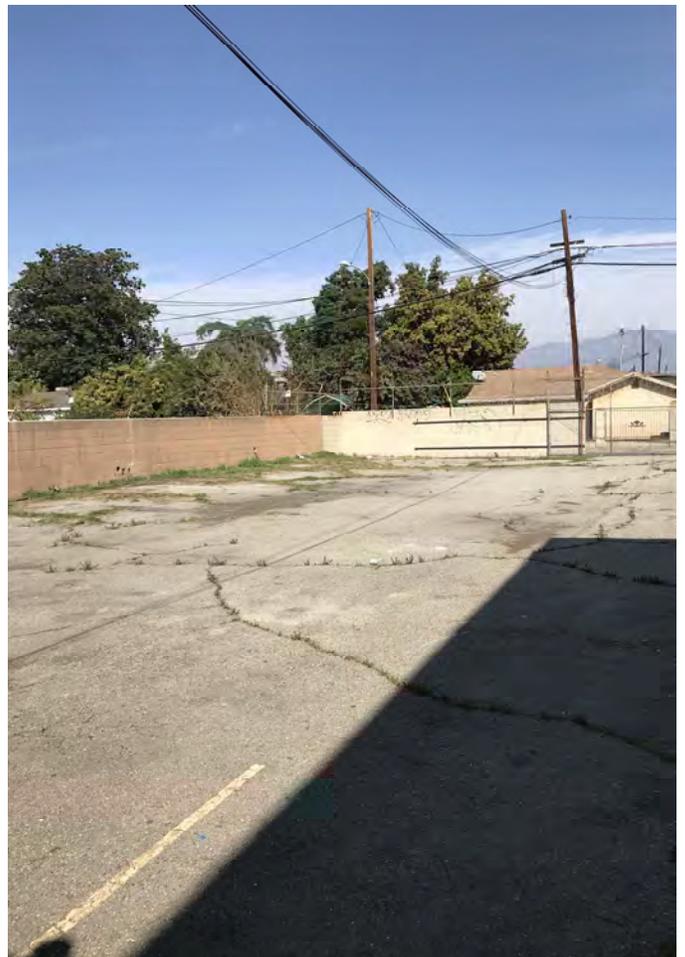
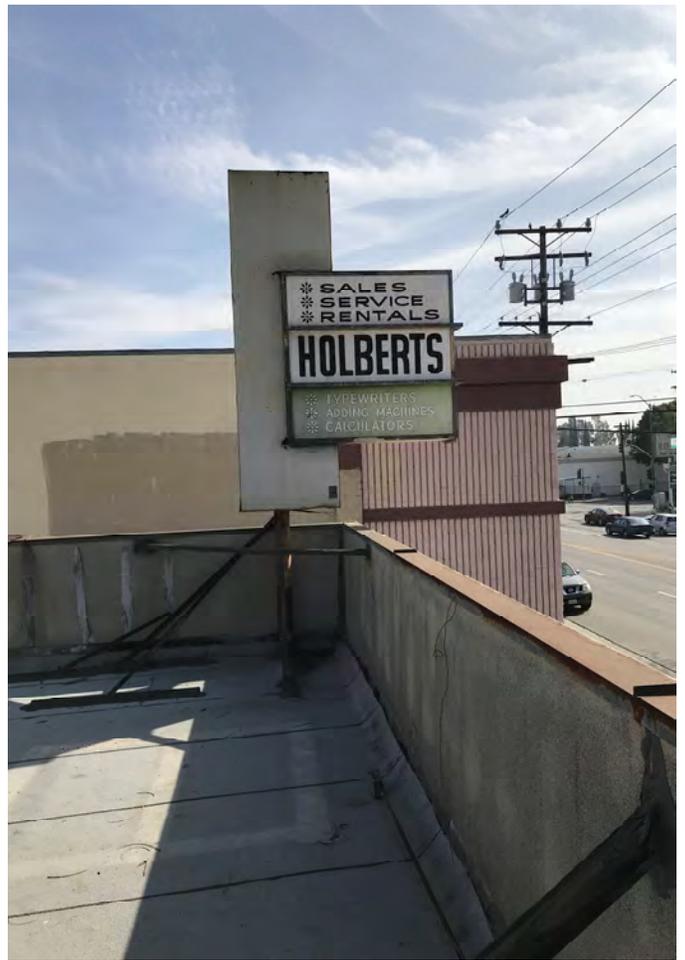


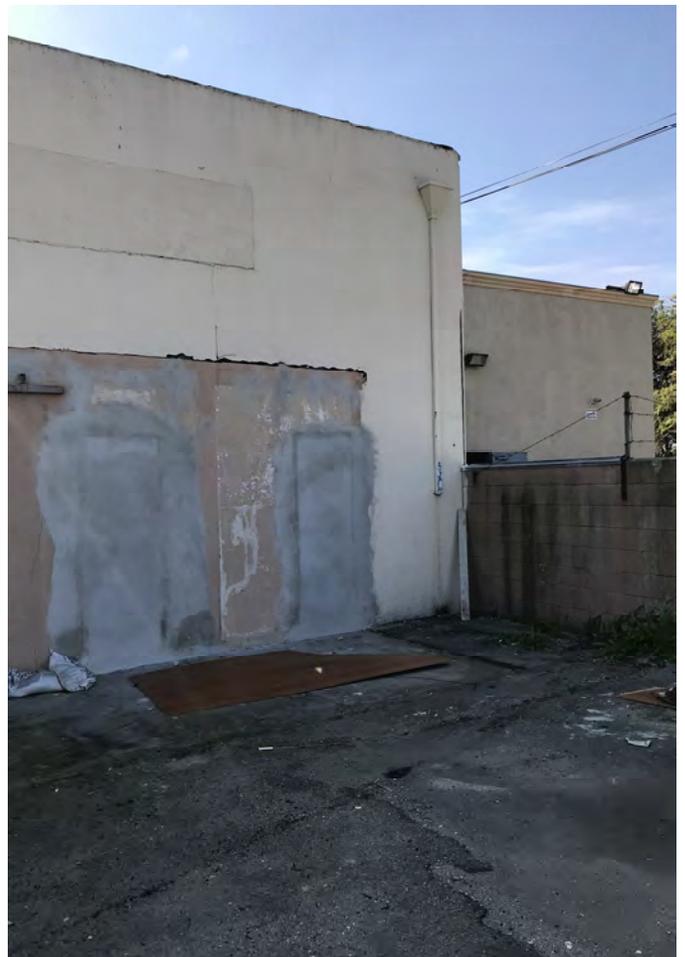


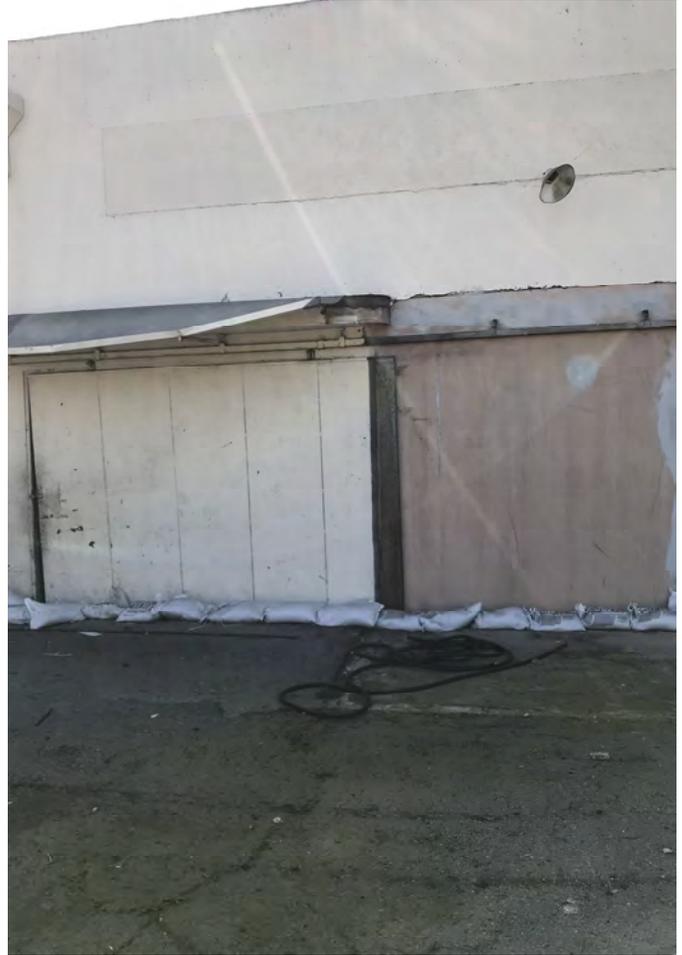






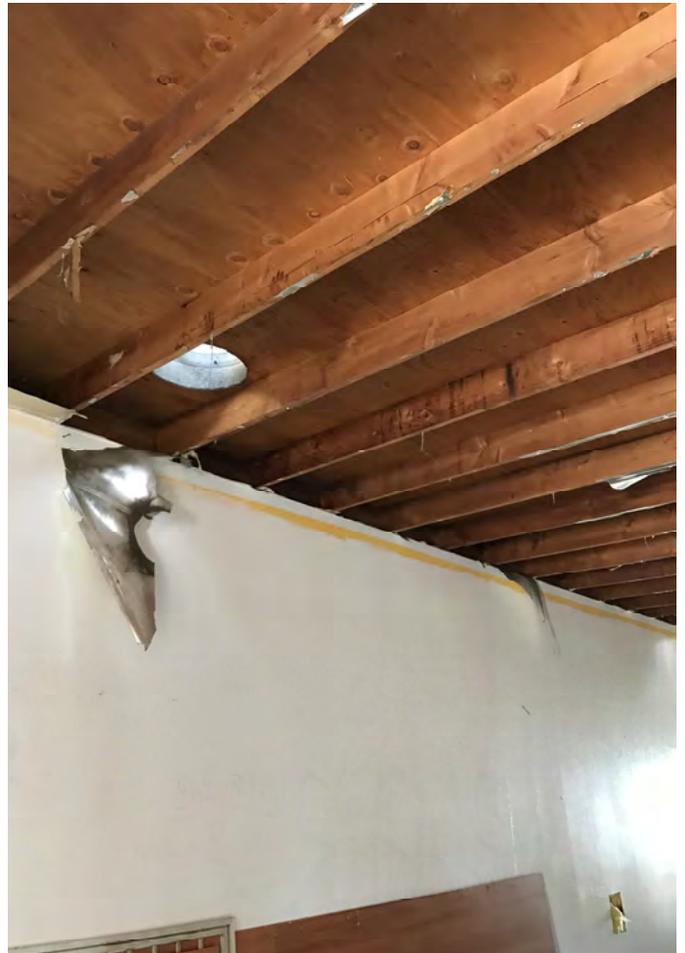


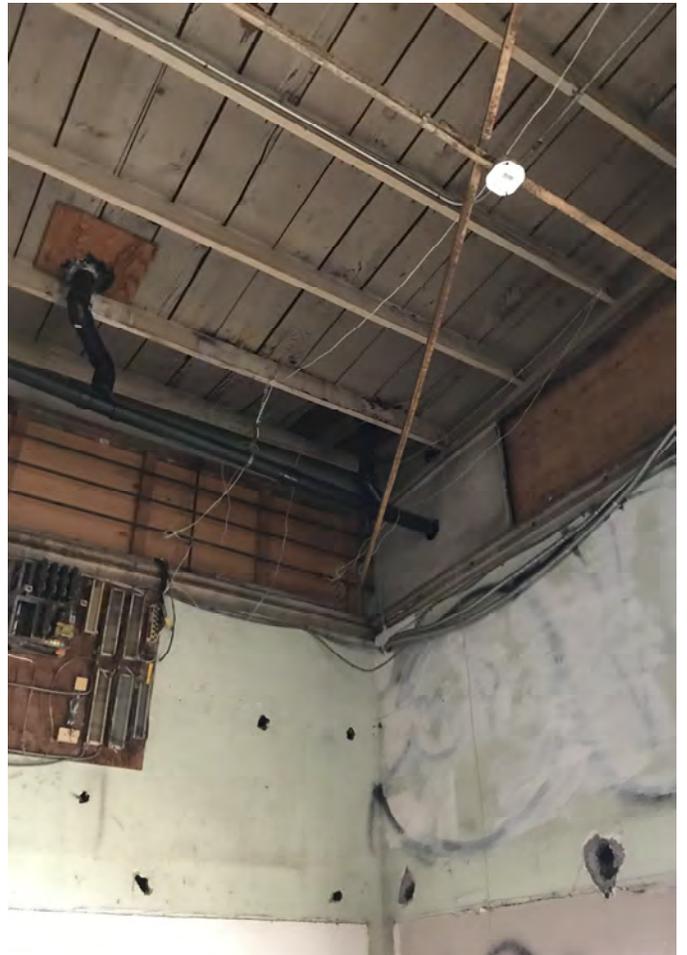


















**CITY OF EL MONTE PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

**Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626**

TO: All Interested Parties

FROM: City of El Monte Planning Division

PROJECT LOCATION: 9915 Garvey Ave. / APN: 8581-019-004 (A full legal description of the property is on file in the office of the El Monte Planning Division).

APPLICATION: Conditional Use Permit (CUP) No. 12-20, Design Review (DR) No. 01-20 & Modification (MOD) No. 12-20

REQUEST: A Conditional Use Permit is requested to convert an existing 3,648± square foot single-tenant building into a multi-tenant building with three (3) tenant spaces that also includes exterior façade and site improvements. The applicant is also requesting a Design Review for the review of the façade improvements and proposed landscaping; and a Modification is requested to reduce the minimum first-floor building height requirement from 12 feet to nine (9) feet and six (6) inches. The property encompasses approximately 9,914± square feet and is located in the MMU (Mixed/Multi-use) zone. The request is made pursuant to Chapters 17.20, 17.22 and 17.24 of the El Monte Municipal Code (EMMC).

**APPLICANT/
PROPERTY OWNER:** Kim Trieu
333 W. Garvey Ave Suite B
Monterey Park, CA 91754

**ENVIRONMENTAL:
DOCUMENTATION** Article 19. Categorical Exemptions – Section 15303 (Class 1 – Existing Facilities) in accordance with the requirements of the California Environmental Quality Act of 1970 and the CEQA Guidelines, as amended.

**PLACE OF:
HEARING** Pursuant to State Law, the Planning Commission will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The public hearing is scheduled for:

Date: Tuesday, July 28, 2020 (continued from July 14, 2020)
Time: 7:00 p.m.
Place: El Monte City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

Due to the COVID-19 “Stay in Place” order by the Governor of California, the general public is encouraged to view the meeting remotely and to submit public comments via e-mail or telephone.

Members of the public wishing to observe the meeting may do so in one of the following ways:

- (1) Turn your TV to Channel 3;
- (2) City’s website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) Call-in Conference (669) 900-9128; Meeting ID 931 1489 7932 and then press #. Press # again when prompted for participant ID.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Call-in Conference (669) 900-9128; Meeting ID 931 1489 7932 and then press #. Press # again when prompted for participant ID. Once admitted into the meeting, press *9 to request to speak.
- (2) Email – All interested parties can submit questions/comments in advance to the Planning Division’s general email address: planning@elmonteca.gov. All questions/comments must be received by the Planning Division no later than 3:00 pm, July 28, 2020.

Persons wishing to comment on the environmental documentation or proposed application may do so in writing prior to the meeting date and must be received by 3:00 p.m., the day of the meeting. Public Comments of no more than 3-minutes shall be read into the record. Written comments shall be sent to Marlene Vega; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at mvega@elmonteca.gov. If you challenge the decision of the City Planning Commission, in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Planning Commission at, or prior to, the public hearing. For further information regarding this application please contact Marlene Vega at (626) 258-8626. Monday through Thursday, except legal holidays, between the hours of 7:00 a.m. and 5:30 p.m.

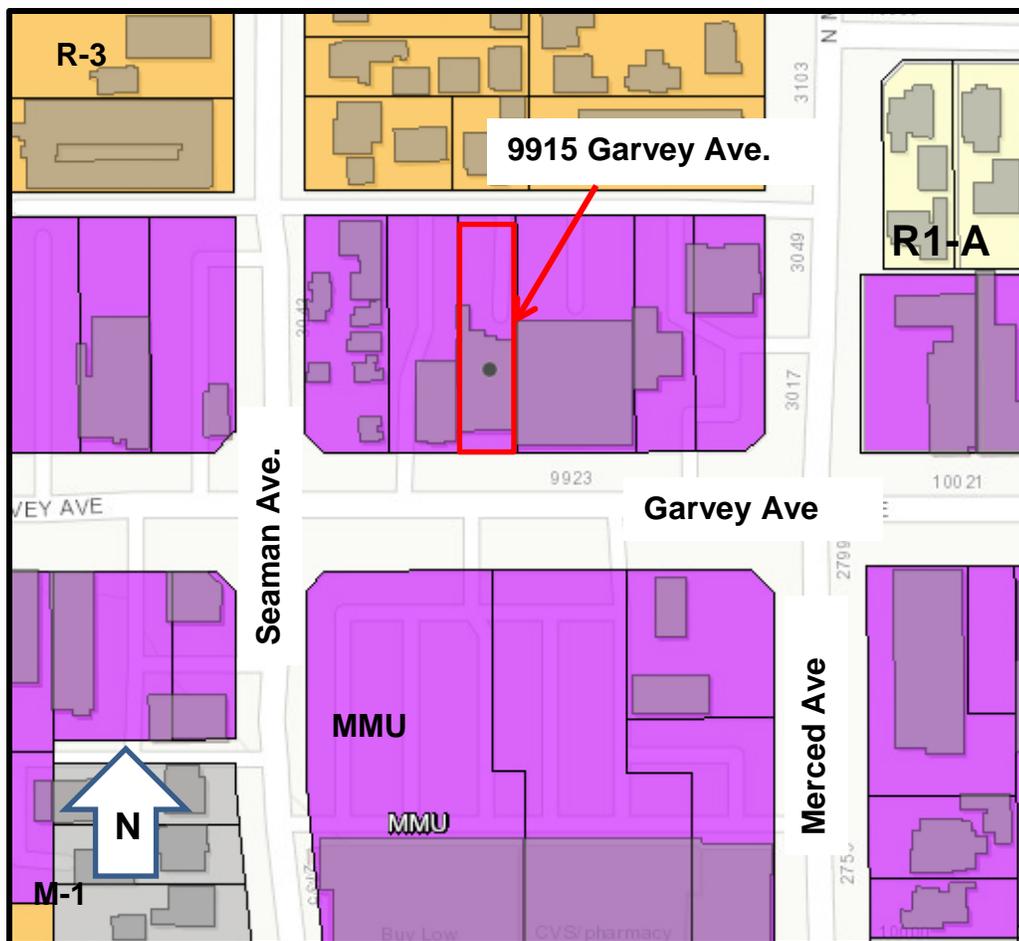
The staff report on this matter will be available on or about July 23, 2020 on the City of El Monte website, which may be accessed at <http://elmonteca.gov/AgendaCenter/Planning-Commission-2> or by emailing planning@elmonteca.gov.

Americans With Disabilities Act

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the Planning Division by calling (626) 258-8626. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Published on: Thursday, July 16, 2020 City of El Monte Planning Commission
Adrian Perez, Planning Commission Secretary

LOCATION MAP



SUE MORENO

(626) 350-5944

moreservices@sbcglobal.net

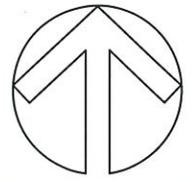
OWNERSHIP / OCCUPANTS LIST
RADIUS MAPS - LAND USE - PLANS
MUNICIPAL COMPLIANCE CONSULTING
1000 W. GILBERT AVE. EL MONTE, CA 91732 - FAX (626) 350-1532

PROJECT INFORMATION

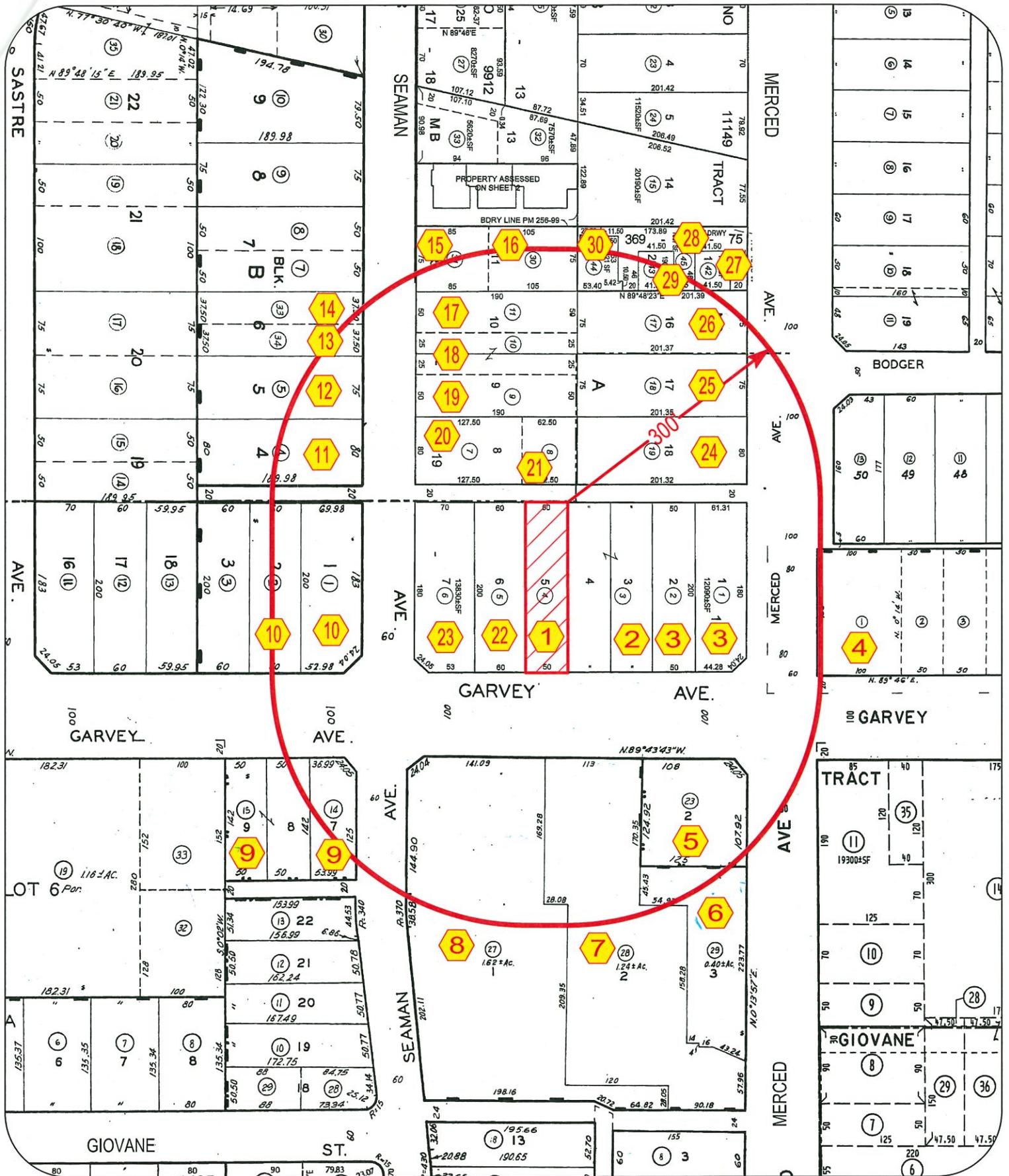
9915 GARVEY AVE

EL MONTE, CA.

20-130



SCALE 1" = 150'



9915 Garvey Ave – Public Notice Site Posting



TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

BY: JASON C. MIKAELIAN, AICP
COMMUNITY & ECONOMIC DEPUTY DIRECTOR

SUBJECT: DESIGN REVIEW NO. 05-20 AND
DEVELOPMENT AGREEMENT NO. 02-20

LOCATION: 12243 GARVEY AVENUE

APPLICANT: OUTDOOR ASSOCIATES, LLC
2 SOUTH VIEW
TRABUCO CANYON, CA 92697

PROPERTY OWNER: HOVSEP HAKOPYAN
12243 GARVEY AVENUE
EL MONTE, CA 92679

ENVIRONMENTAL DETERMINATION: AN INITIAL STUDY (IS) AND MITIGATED NEGATIVE DECLARATION (MND) WAS ADOPTED BY THE CITY COUNCIL ON JULY 18, 2017. ALL POTENTIAL ENVIRONMENTAL IMPACTS WERE REVIEWED AS PART OF THE 2017 MND, THEREFORE, NO ADDITIONAL ANALYSIS IS REQUIRED

RECOMMENDATION: ADOPT A RESOLUTION APPROVING THE DESIGN REVIEW AND RECOMMENDING THE CITY COUNCIL APPROVE THE DEVELOPMENT AGREEMENT SUBJECT TO CONDITIONS

PROJECT DESCRIPTION

The applicant is requesting to construct a digital billboard on a 28,820 square foot site currently developed with an auto repair business. The billboard will be at the far north (rear) of the site, adjacent to the I-10 San Bernardino Freeway. Entitlements include a Design Review application to review the aesthetics of the billboard and a Development Agreement between the City of El Monte and Outdoor Associates, LLC. The subject site is zoned General Commercial (C-3) and is located within Area No. 6 of the City's Freeway Overlay Zone. The Planning Commission is the decision maker for the Design Review application and the recommending body for the Development Agreement, with the final determination made by the City Council.

SUBJECT SITE

Location:	North side of Garvey Ave. Between Maxson Rd. and Durfee Ave.
General Plan:	General Commercial
Zone:	C-3 (General Commercial)
Street Frontages:	131 feet (Garvey Ave.) and 38 feet (I-10 Freeway)
Site Size:	28,820 sf
Existing Improvements:	Two buildings (1,920 sf and 1,296 sf) for auto repair and ancillary office use

SURROUNDING PROPERTIES

	General Plan:	Zoning:	Land Use:
North:	Regional Commercial	C-3	I-10 San Bernardino Freeway
South:			Self-storage facility
East:			Auto repair
West:			Tile store and auto repair

ZONING AND AERIAL PHOTO

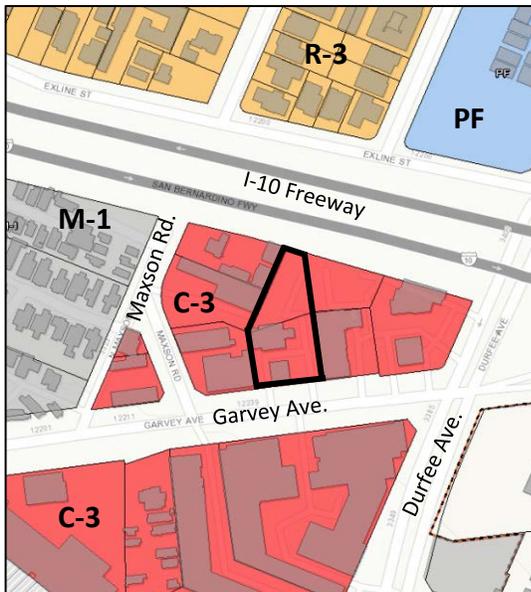
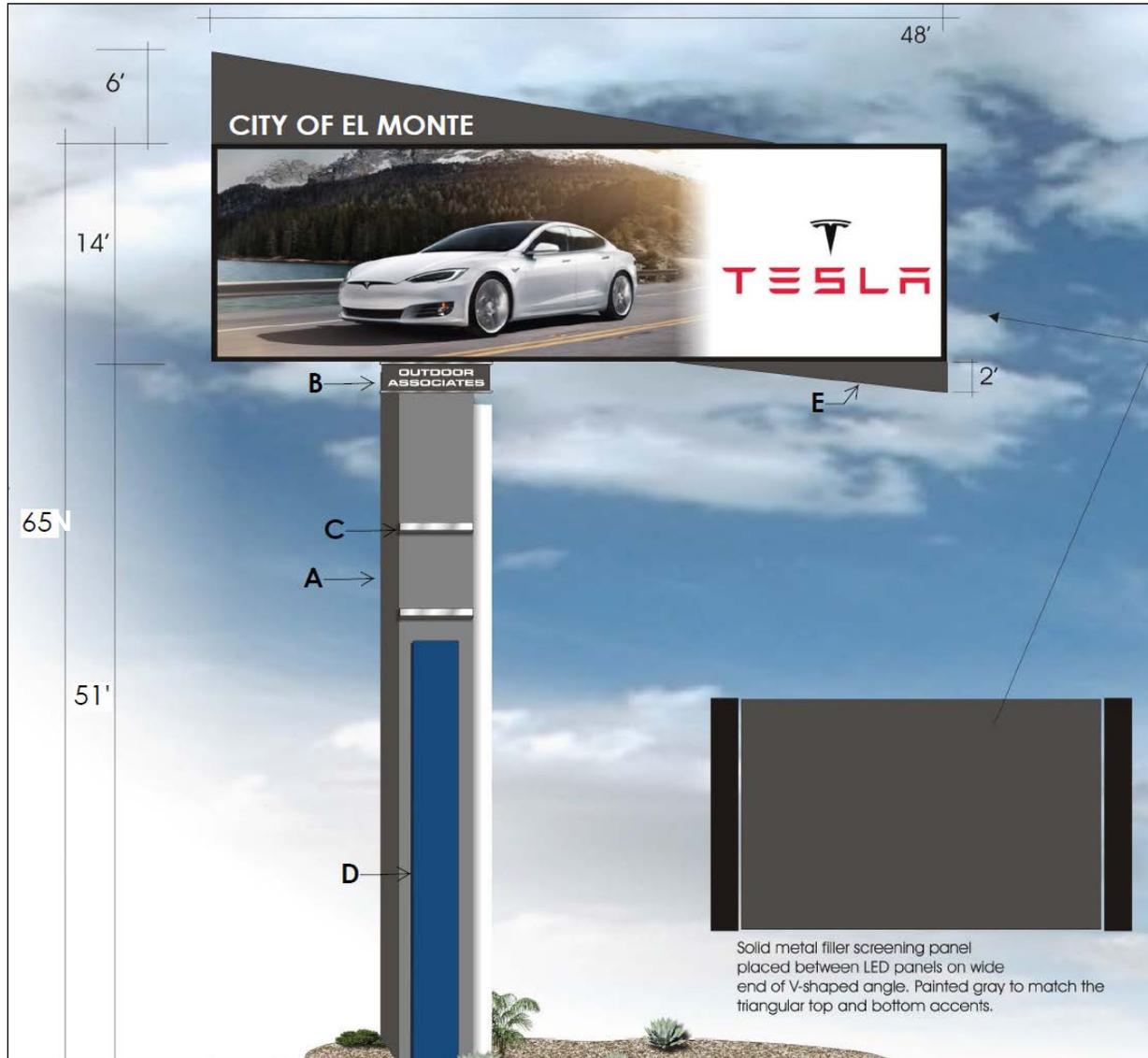


Exhibit 2: Elevation



BACKGROUND

The applicant is requesting to construct a digital billboard on a 28,820 square foot site currently developed with an auto repair business. The billboard will be at the far north (rear) of the site, adjacent to the I-10 San Bernardino Freeway. Entitlements include a Design Review application to review the aesthetics of the billboard and a Development Agreement between the City of El Monte and Outdoor Associates, LLC. The subject site is zoned General Commercial (C-3) and is located within Area No. 6 of the City's Freeway Overlay Zone. The request is made pursuant to Chapters 17.22 (Design Review) and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC) (see Attachments A – Resolution No. 3579; B – Draft Development Agreement; and C – Project Plans).

The proposed digital billboard will have an overall height of 71 feet. This includes a sign post height of 51 feet, a sign face height of 14 feet and a decorated accent feature with a height of six (6) feet. The sign face will be 14 feet high by 48 feet wide, for a total sign area of 672 square feet on each side. The post will be set back 25 feet from the Caltrans right-of-way. The freeway itself is elevated approximately ten (10) feet from the bottom of the sign post. In addition, a seven (7) foot high sound wall will separate the freeway from the bottom of the sign post.

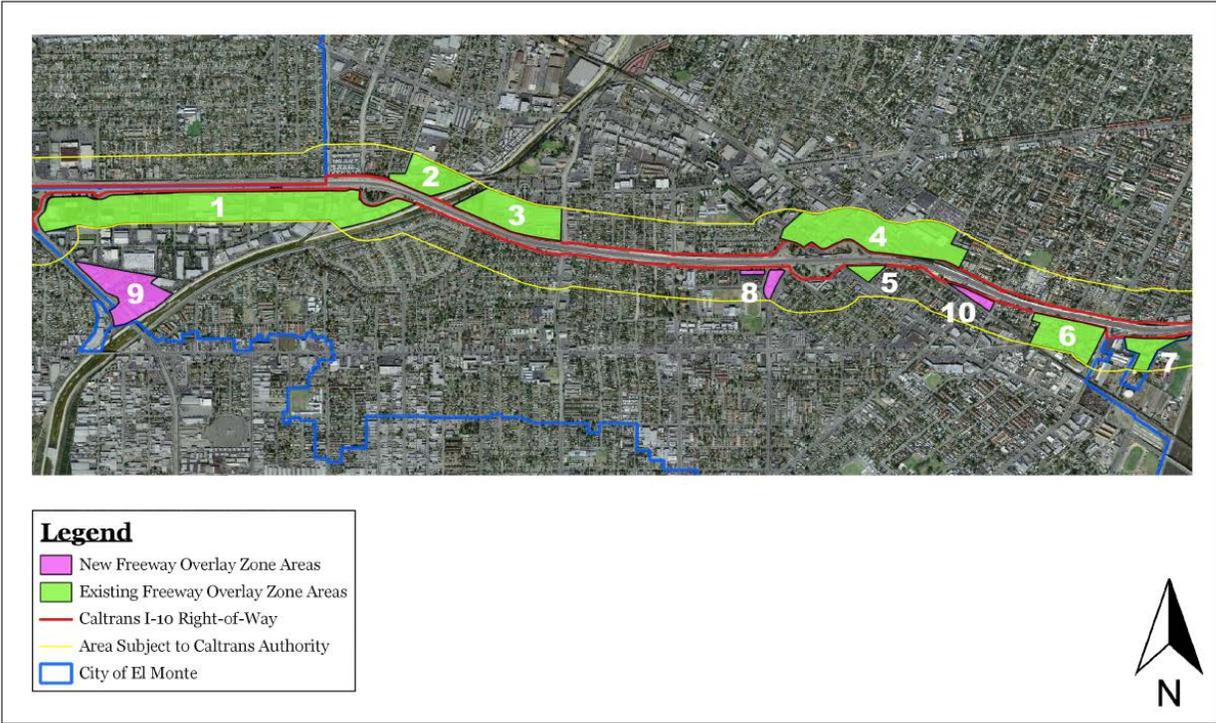
On September 25, 2018, the Planning Commission approved Resolution No. 3579 for the subject site. The approval was for a 2,400 square foot new building towards the rear for the site for additional workshop space. The project also included adding parking spaces and landscape planters. The construction documents for the improvements are currently in building plan check. Staff reviewed the plans for both projects, and the proposed digital billboard will not conflict in any way with the proposed building.

EMMC CHAPTER 17.88 – FREEWAY OVERLAY ZONE

On July 18, 2017, the City Council adopted Ordinance No. 2914 establishing EMMC Chapter 17.88 Freeway Overlay Zone and seven (7) overlay areas in which billboards would be allowed. Several on-premise and off-premise billboards and signs are currently located within the existing Freeway Overlay Zone. Off-premise displays, or billboards, advertise off-site products and businesses. On-premise signs advertise on-site business. The portions that constitute the Freeway Overlay Zone are located within 660 feet of the I-10 Freeway right-of-way, in non-residential zones. This is also the regulatory area that Caltrans has on off-premise displays (billboards). On December 17, 2019, the City Council adopted Ordinance No. 2961, adding an additional three (3) overlay areas.

The proposed digital billboard is located within Area No. 6 of the Overlay Zone. This area is irregularly shaped and is located near the easternmost portion of the City. Area No. 6 extends laterally for approximately 1,200 feet on the south side of the I-10 Freeway. This portion is zoned M-1 (Light Manufacturing) and C-3 (General Commercial). No billboards currently exist within this area.

Exhibit 3: Map of Billboard Overlay Areas



Physical Requirements

Below is a summary of the key development standards that all proposed billboards must follow:

- Billboards shall have a maximum of two (2) sides, with the advertising in opposite directions (i.e. a double sided-sign);
- The sign area for a billboard shall not exceed a height of 25 feet and a width of 60 feet, for a maximum not to exceed amount of 1,200 square feet (on each side). This shall not include borders, trim and supports;
- Billboards shall not exceed a height of 75 feet, unless approved for good cause and at the sole discretion of the City;
- If a billboard projects over a driveway or walkway, it shall have a minimum clearance of 16 feet and 12 feet, respectively;
- Billboard structures shall be free of any visible bracing, angle iron, guy wires and similar supporting elements;
- Billboards must be at least 250 feet from any residential zone on the same side of the freeway, unless it can be demonstrated that there will be no significant additional light intrusion than if the digital panels are placed at least 250 feet away;
- The minimum distance between two (2) billboards placed on the same side of the freeway shall be 500 feet between a static billboard and a static or digital billboard and 1,000 feet between two digital billboards; and
- All utilities to service the billboard shall be underground.

Operational Requirements

Below is a summary of key operational standards that all proposed digital billboards must follow:

- Each message shall not include flashing lights or a varying of light intensity and shall not include any red, blinking or intermittent light that could be mistaken for a warning or danger signal;
- Each message on the billboard must be displayed for a minimum of four (4) seconds. The industry standard is fixed at eight (8) seconds, however, Caltrans' standard is four (4) seconds;
- No billboard shall operate at brightness levels of more than 0.3 foot candles above the ambient light, as measured using a foot candle meter in accordance with specific pre-set distances;
- Each of the LED diodes shall point down, towards the freeway, resulting in minimal light intrusion; and
- Each billboard must have a light sensing device that will adjust the brightness as ambient light conditions change.

DESIGN REVIEW No. 05-20

The digital sign will follow a modern design with clean horizontal and vertical lines. The post will be a five (5) foot square shape and made of 0.100 aluminum with a medium gray textured finish (so it is not reflective). Its overall height will be 51 feet. Starting at the bottom of the post will be a 35 inch wide, by 27 foot and nine (9) inch high, by two (2) inch deep vertical blue band. Above the blue band will be two (2) horizontal 14 inch white aluminum accent fins. At the top of the post will be a small ID sign for Outdoor Associates (the sign company and applicant).

The post will then support a triangular shaped structure for the sign faces. The apex of the structure will point to the freeway, with the two (2) sides most perpendicular to the freeway being at a 30 degree angle. Each side will have a 672 square foot sign face. Above and below the sign face will be accent features painted a dark gray. The feature above the sign face will include the wording "City of El Monte". There was discussion between staff and the applicant of including the City logo, however, it was concluded that the writing on the logo would be too small for motorists to be able to read.

The base (or southern side) of the triangle, will include a solid filler screening panel, painted dark gray to match the sign's accent features. The base will conceal the support rafters for the sign structure. No decorative features will be required for the base of the sign post. This is because the freeway is elevated approximately ten (10) feet from the base of the post with a seven (7) foot high sound wall between the two. In addition, existing buildings and fencing will block views of the post from Garvey Avenue. Only one tree (a palm tree) at the end of Maxson Road will be removed to increase visibility of the sign. Per the City's Tree Protection Ordinance, palm trees are not protected.

DEVELOPMENT AGREEMENT No. 02-20

The California Legislature, per Section 65864 of the Government Code, has found that the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of development and discourage investment. In response, the Legislature established a framework for the review, approval and implementation of development agreements. This is further detailed in Chapter 17.84 of the EMMC.

Development agreements are contracts between cities or other government entities and landowners and/or project applicants to expressly define a development project's rules, regulations, commitments and policies for a specific period of time. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations. The most recent development agreements approved by the City of El Monte include the Goodman Logistics project and the Magellan Gateway campus.

The City hired the consultant group Terra Realty Advisors (TRA) to act as the lead negotiator with applicants. The company has extensive experience negotiating with billboard companies and working closely with Caltrans over the approval process. While each billboard project is unique, having this consistency is beneficial to all parties involved. Through the negotiating process, the benefits should be considered fair and evenly distributed between the parties involved.

Benefits to the Applicant:

- Long term certainty of the terms and conditions of the billboard (30 years).

Benefits to the City and Community:

- Processing Fee. The applicant will submit a \$25,000 one-time processing fee (prior to the issuance of building permits).
- Revenues. The applicant will submit a "Public Benefit Contribution". This will be submitted on a quarterly basis for a period of 30 years. Each year, the dollar amount will increase to reflect projected levels of inflation. The bullets below highlight the amounts received over five (5) year increments (for the full list of all 30 years, see Attachment B – Development Agreement Page No. 8):
 - Years 1 to 5: \$ 473,069.56 (starting with \$90,000 in Year 1)
 - Years 6 to 10: \$ 535,234.80
 - Years 11 to 15: \$ 657,041.04
 - Years 16 to 20: \$ 743,381.68
 - Years 21 to 25: \$ 919,857.56
 - Years 26 to 30: \$1,040,734.32
 - TOTAL: \$4,368,318.96
- Public Service Announcements. During the entire life of the billboard, the applicant shall provide up to five (5) weeks' worth of display time per year for the site for public service announcements by the City on either side of the new billboards (subject to availability).

- Amber Alert. The new billboard shall be connected into and utilize in connection with the Amber Alert communications network established by the United States Department of Justice.
- Discounts. The applicant shall offer a ten (10) percent discount to any El Monte business that is an active member of the El Monte-South El Monte Chamber of Commerce.
- Other Uses on the Site: The applicant and City shall have the right to access and install Telecommunications Facilities on the site pursuant to a third-party agreement. Whoever is proposing the Facility shall be responsible for all of the installation and operating costs. In addition, the other party shall receive 15 percent of the additional revenues collected on an annual basis.

Restrictions on Use:

- The applicant shall not use the billboard to advertise or communicate the following:
 - Political items;
 - Tobacco products, including e-cigarettes and vaping, marijuana and hashish;
 - Strip clubs, other adult entertainment businesses and sexually oriented materials;
 - Sexually oriented images or sexually oriented language;
 - Any matter that may be prohibited by State or Federal law and any City ordinance existing; and
 - Shall at all times be constructed and operated in a manner consistent with the Outdoor Advertising Act of the State of California.

Other Items:

- At the end of the 30 year term of the Development Agreement, the Agreement will automatically continue on a year to year basis. The City and applicant may want to do a market evaluation to determine the value of the sign at that time and negotiate a formal new extension, or request the sign be removed.
- The applicant shall be responsible for all payments of maintenance, utility costs and other similar costs.

PROJECT ANALYSIS

2011 General Plan Consistency

The City’s current General Plan does not specifically identify digital billboards as a potential revenue source. However, there are other areas of the Plan that discuss the need for new revenue sources to implement City policies and support programs. Examples from the Economic Development Element include the following:

- Introduction: Designing a Prosperous Economy and Increase Local Revenues – attracting and expanding economic activity through revitalization efforts, increasing business value, improving sales and generating new revenues;

- Goal ED-1: Policy ED-1.5 – Funding. Explore, develop and use alternative funding sources to pay for and provide incentives for economic development activities for which the City lacks sufficient resources; and
- Goal ED-3: An improved El Monte Businesses environment that attracts new businesses, investment, new jobs and increased revenues to El Monte.

Zoning Code Consistency

The proposed digital billboard meets all the development standards as outlined in EMMC Chapter 17.78 and in Table 1 below.

Table 1: Zoning Code Standards

Standard	Zoning Code Requirements	Proposed Digital Billboard
Billboard sides	Maximum of two (2) sides with advertising in opposite direction	Advertising on two (2) opposite sides.
Maximum billboard height	75 feet	71 feet
Maximum sign face dimensions	25 feet high by 60 feet wide	14 feet high by 48 feet wide.
Maximum sign area (per side)	1,200 square feet (per side)	672 square feet (per side).
Billboard clearance	Minimum 16 feet for a driveway/parking areas	51 feet.
Distance to residential zones (on same side of freeway)	Minimum 250 feet on same side of freeway	Approximately 700 feet from the nearest residentially zoned property to the west; no residential zones within 1,000 feet to the south or east.
Separation from other billboards (on same side of freeway)	500 feet from a static billboard and 1,000 feet from a digital billboard	To the east – 700 feet to closest static and 1,900 feet to closest digital; To the west – one within one (1) mile.
Lighting	Various standards including no flashing lights, having messages displayed for a minimum of four (4) seconds and having each billboard include a light sensing device that will adjust the brightness as ambient light conditions changed.	All included as part of the Development Agreement, Resolution or both.

Lighting Analysis

The closest residentially zoned property on the same side of the freeway is 700 feet away. While there is no minimum setback requirement from residentially zoned properties on the opposite side of the freeway, the applicant still completed a lighting study to determine if there would be any impacts for the properties north of Exline Street (with the closest properties being 250 to 300 feet away).

The lighting industry typically uses foot-candle measurements when completing a lighting study. For reference, a 100-watt light bulb produces 137 foot-candles from one (1) foot away, 0.55 foot-candles from 50 feet away and 0.014 foot-candles from 100 feet away. The lighting study for the sign would then look at the angles projecting away from the sign face and the distance from the billboard. The greatest light (0.69 foot-candles at 100 feet) would project from the point at zero (0) degrees (i.e. perpendicular to the sign face) and then dissipate from there.

The following would be the foot-candles at the nearest residentially zoned properties (see Attachment D – Lighting Study):

- West side of sign face: 40 degrees at 400 feet away: 0.02 foot-candles
- West side of sign face: 60 degrees at 300 feet away: 0.01 foot-candles
- West side of sign face: 70 degrees at 300 feet away: 0.00 foot-candles
- East side of sign face: 70 degrees at 300 feet away: 0.00 foot-candles

CITY REVIEW PROCESS

Staff and other City Departments and Divisions have reviewed the project through the City's internal review process. This review process enables the various City Departments and Divisions (i.e. Planning, Building, Public Works/Engineering, Police and Fire) to review development proposals for conformity with the provisions established in the City's Municipal Code. Additionally, the review process ensures that each development proposal is designed to be compatible with neighboring properties. In turn, the quality and economic health of local residential, commercial and industrial districts are maintained. The concerns and/or conditions of all reviewing parties are included in the recommended conditions of approval.

ENVIRONMENTAL REVIEW

An Initial Study (IS) was completed as part of the Billboard Ordinance and Freeway Overlay Zone. A Mitigated Negative Declaration (MND) was circulated from April 7, 2017 to May 8, 2017. The MND was adopted by the City Council on July 18, 2017. The following mitigation measures were incorporated in the MND to reduce the impacts of any future billboards to a less than significant level:

- Mitigation Measure No. 1 (Aesthetics). Digital billboard design would be required to take into consideration the effects of glare during rain and storm conditions so as to not visually affect drivers along the I-10 Freeway. Digital billboard design considerations could include tilting the billboard display at a slight angle so the light is directed away from the road, and a sensor to lower the intensity of the digital billboard display during rainy conditions.
- Mitigation Measure No. 2 (Cultural Resources Impacts). The project Developer or Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of

Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The Monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities. The Native American Monitor(s) will complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil and any cultural materials identified.

- Mitigation Measure No. 3 (Cultural Resources Impacts). Prior to commencement of any grading activity on site, the Developer or Applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Development Services Director, or designee. The qualified paleontologist shall be on-site during grading and other significant ground disturbance activities that impact Pleistocene alluvial deposits, which could occur at depths below six (6) feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six (6) feet or more.
- Mitigation Measure No. 4 (Hazards & Hazardous Materials Impacts). Billboards must not be installed over sites that are identified as contaminated under any hazardous site database that is maintained by the California Environmental Protection Agency or the United States Environmental Protection Agency.

The four (4) mitigation measures are incorporated as conditions of approval in the Resolution, and full compliance will be required during construction and ongoing operation. The MND reviewed all possible environmental impacts that could result from the construction and ongoing operation of an electronic billboard. Furthermore, the billboard will meet all requirements of the City's Billboard Ordinance and Freeway Overlay Zone and will obtain all necessary permits from Caltrans. Therefore, no further environmental analysis is required.

PUBLIC NOTICE

Public notices for the Planning Commission meeting was mailed to property owners within 300 feet of the project site, was published in the newspaper, and posted at the project site. Staff has not received any comments as of the writing of this report (see Attachment E – Noticing Materials).

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL

In order to recommend the Planning Commission approve the Design Review application and recommend the City Council approve the Development Agreement, certain findings must be made. Sections 6 and 7 of the Resolution contain the recommended findings and Section 8 contains Conditions of approval for the Planning Commission's consideration.

RECOMMENDATION

Staff recommends that the Planning Commission evaluate the proposal and consider the following actions:

1. Acknowledge that a Mitigated Negative Declaration (MND) was circulated and adopted in accordance of the California Environmental Quality Act (CEQA), for a Billboard Ordinance and Freeway Overlay Zone. The MND identified four (4) mitigation measures, which are incorporated in Section 8 of Resolution No. 3579. No further environmental analysis is required; and
2. Adopt Resolution No. 3579 to approve Design Review No. 05-20 and recommend the City Council approve Development Agreement No. 02-20, subject to the Conditions of Approval contained in Section 8.

ATTACHMENTS:

- A. Resolution No. 3579 with Conditions of Approval
- B. Development Agreement
- C. Project Plans
- D. Lighting Study
- E. Noticing Materials (Public Notice, Radius Map, & Photo of Notice Posting)

RESOLUTION NO. 3579

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING DESIGN REVIEW NO. 05-20 AND RECOMMENDING THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. 02-20, TO INSTALL A DIGITAL BILLBOARD ON PROPERTY AT 12243 GARVEY AVENUE, EL MONTE, CALIFORNIA

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1 – PROJECT DESCRIPTION AND BACKGROUND. On May 21, 2020, Outdoor Associates, LLC (the “Project Applicant”) 2 South View, Trabuco Canyon, CA 92697, filed an application for Design Review No. 05-20 and Development Agreement No. 02-20, to construct a digital billboard at 12243 Garvey Avenue, El Monte (the “City”), California. The Design Review application is reviewed by the City of El Monte Planning Commisison (the “Planning Commission”). The Development Agreement requires review and public hearings by both the Planning Commission and the City of El Monte City Council (the “City Council”).

SECTION 2 - PUBLIC HEARING. The request for Design Review No. 05-20 and Development Agreement No. 02-20 (collectively the “Project Approvals”) is made pursuant to the requirements of Chapters 17.22 (Design Review) and 17.84 (Development Agreements) of the El Monte Municipal Code (“EMMC”). The property is located at 12243 Garvey Avenue, El Monte, California, and is also referred to as Los Angeles County Assessor Parcel Numbers:

8565-004-004 and 8565-004-009.

Notice of a public hearing to consider the granting of the Project Approvals has been given and a full and fair public hearing has been conducted to consider the Project Approvals before the Planning Commission on July 28, 2020, at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 – GENERAL PLAN. The Property is located on Garvey Avenue just west of Durfee Avenue. The rear of the Property is adjacent to the I-10 San Bernardino Freeway. The General Plan land use designation for the Property is “Regional Commercial.” The General Plan does not specifically identify digital billboards as a potential revenue source. However, the General Plan does discuss the need for new revenue sources to implement City policies and support programs. The development and implementation of the Project, is consistent with the goals of the EMMC and the El Monte General Plan.

SECTION 4 - ZONING. The Property is zoned General Commercial (C-3). Surrounding properties are zoned and developed as follows:

- North: C-3 Zone; I-10 San Bernardino Freeway
- South: C-3; Self-storage facility
- East: C-3; Auto repair business
- West: C-3; Tile store and auto repair

SECTION 5 - ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, an Initial Study and Mitigated Negative Declaration (IS/MND) was circulated from April 7, 2017 to May 8, 2017 to establish the Freeway Overlay Zone. On July 18, 2017, the City Council adopted Ordinance No. 2914

approving the Freeway Overlay Zone. A total of four (4) mitigation measures were incorporated in the MND to reduce the impacts of any future billboards to a “Less Than Significant” level. These mitigation measures have been incorporated in Section 8, Conditions of Approval, of this Resolution. Therefore, no further environmental analysis is required.

SECTION 6 – DESIGN REVIEW. All necessary findings for the granting of a Design Review pursuant to Section 17.22.060 of the El Monte Municipal Code can be made in a positive manner and are as follows:

- A. The granting of the design review request will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

The Applicant proposes to construct a new 71 foot high digital billboard on the south side of the I-10 San Bernardino Freeway just west of Durfee Avenue. The sign face will measure 14 feet high by 48 feet wide, for a total area of 672 square feet (on each side). This is significantly less than the maximum 1,200 square feet (on each side) that is permitted in the City’s Freeway Overlay Zone. No other improvements are proposed. The new digital billboard sign would confer aesthetic benefits on the City and its residents as the new sign would: 1) have modern electronic technology that incorporates controls on brightness levels and bulb direction that minimize ambient light, reduce sky glow, and result in diminished light intrusion beyond 250 feet; and 2) provide a modern structure that would eliminate a source of potential blight within the City and improve the aesthetic environment along portions of the freeway that route through the City, thereby improving the visual impression of the City as experienced by thousands of motorists, including City residents, who travel these freeway segments on a daily basis.

Conditions of approval have been incorporated into the project to ensure that the proposed project will not negatively impact the surrounding properties or land uses in the area. Additionally, before the issuance of City development permits and/or a final completion of work (i.e. a certificate of occupancy), the Project is required to comply with all conditions set forth in the resolution of approval, from the Building and Safety Division, Engineering/Public Works Division, and Fire Department requirements. The site location shall be approved by Caltrans prior to the issuance of building permits. The referenced agencies through the permit and inspection process will ensure that the proposed project will not be detrimental to the public health, safety or welfare nor will it be materially injurious to the properties or improvements in the vicinity.

- B. The design of the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, textures, and colors that remain appealing and will retain a reasonably adequate level of maintenance.

Finding of Fact:

The digital sign will follow a modern design with clean horizontal and vertical lines. The post will be a five (5) foot square shape and made of 0.100 aluminum with a medium gray textured finish (so it is not reflective). Its overall height will be 51 feet. Starting at the bottom of the post will be a 35 inch wide, by 27 foot and nine (9) inch high, by two (2) inch deep vertical blue band. Above the blue band will be two (2) horizontal 14 inch white aluminum accent fins.

The post will then support a triangular shaped structure for the sign faces. The apex of the structure will point to the freeway, with the two (2) sides most perpendicular to the freeway being at a thirty (30) degree angle. Each side will have a 672 square foot sign face. Above and below the sign face will be accent features painted a dark gray. The feature above the sign face will include the wording "City of El Monte". The base (or southern side) of the triangle, will include a solid filler screening panel, painted dark gray to match the sign's accent features. The base will conceal the support rafters for the sign structure.

- C. The design and layout of the proposed project would not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.

Finding of Fact:

The proposed location of the digital billboard will not unreasonably interfere with the use and enjoyment of neighboring existing or future development. The billboard will be located at the far north (rear) of the property. The post will be set back twenty-five (25) feet from the Caltrans right-of-way. The freeway itself is elevated approximately ten (10) feet from the bottom of the sign post. In addition, a seven (7) foot high sound wall will separate the freeway from the bottom of the sign post. Therefore, the base of the post will not be visible from either the freeway or Garvey Avenue. The sign would not interrupt the movement of vehicles or pedestrians. The EMMC requires a minimum sixteen (16) feet of clearance for driveway or parking area, while the proposed billboard will have a clearance of over 50 feet.

- D. The architectural design of the proposed project is compatible with the character of the surrounding neighborhood and the provisions of this chapter and the general plan contemplate harmonious, orderly and attractive development.

Finding of Fact:

The design of the proposed project is compatible with the character of the surrounding neighborhood as the design will be compatible with the contemporary modern design of other freeway oriented signs in the City of El Monte. The proposed project will provide

high quality materials. The new digital billboard sign would confer aesthetic benefits on the City and its residents as the new sign would: 1) have modern electronic technology that incorporates controls on brightness levels and bulb direction that minimize ambient light, reduce sky glow, and result in diminished light intrusion beyond 250 feet; and 2) provide a modern structure that would eliminate a source of potential blight within the City and improve the aesthetic environment along portions of the freeway that route through the City, thereby improving the visual impression of the City as experienced by thousands of motorists, including City residents, who travel these freeway segments on a daily basis. Therefore, the proposed project will be compatible with the character of the surrounding neighborhood and the provisions of the general plan contemplate harmonious, orderly and attractive development.

- E. The landscape considerations including the location, type, size and coverage of plant materials, provisions for irrigation, maintenance and protection of landscaped areas, have been provided to insure visual relief, to complement buildings and structures and to provide an attractive environment.

Finding of Fact:

The existing landscaping on the auto dealership site will remain unchanged. The billboard sign is located at the rear of the auto parking display area and therefore will not interfere with existing landscape areas.

SECTION 7 – DEVELOPMENT AGREEMENT. Pursuant to EMMC

Section 17.84.140, the Planning Commission hereby recommends City Council approval of Development Agreement No. 02-20, subject to appropriate and reasonable City Council modifications to the text of such Agreement, based upon the following findings:

- A. That the proposed Development Agreement is consistent with the General Plan.

Finding of Fact:

The Project and proposed Development Agreement are consistent with the Property's land use designation of "Regional Commercial". This designation is primarily located where the I-10 Freeway and Peck Road intersect and along the eastern end of Valley Boulevard. This area includes automobile dealerships and other uses that attract visitors from throughout the region. While the proposed digital billboard is not a typical business, it is taking advantage of its key location adjacent to the freeway. The General Plan also discusses the need for the City to generate revenues from new sources. Specifically, the introduction of the Economic Development Element states the need to "attract and expand economic activity by revitalizing efforts, increasing business value, improving sales and generating new revenues for the City."

- B. That the proposed Development Agreement is consistent with the State Development Agreement Law and EMMC Chapter 17.84.

Finding of Fact:

The Project and proposed Development Agreement contain all requisite provisions set forth therein. In addition, the Project and Development Agreement will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of Conditions of Approval and mitigation measures.

Further, prior to the issuance of City development permits and/or the issuance of a final completion of work, the Building and Safety Division, Engineering/Public Works Division, Planning Division and City Attorney Office's conditions and requirements must be met, which will protect and preserve the health, safety and general welfare.

The Project and Development Agreement will not adversely affect the orderly development of properties in the area or the preservation of land values in the vicinity. The addition of a digital billboard will generate needed City revenues.

SECTION 8 – APPROVALS AND CONDITIONS.

The Planning

Commission does hereby approve Design Review No. 05-20 and recommend the City Council approve Development Agreement No. 02-20, subject to the following Conditions of Approval:

GENERAL

1. The project shall substantially conform to Design Review No. 05-19 and the associated plans presented to the Planning Commission on July 28, 2020.
2. The Design Review approval as contained herein shall be effective for a period of twelve (12) months from the date of effective approval thereof; provided however, that prior to such date, building permits shall have been obtained or a time extension for Design Review No. 05-20 shall have been approved by the Planning Commission.
3. The Project shall comply with all standards of the EMMC Chapter 17.88 Freeway Overlay Zone (Billboards).
4. Development Agreement No. 02-20 shall be approved by the City Council and executed prior to the issuance of any City development permits for the billboard.
5. All provisions of Development Agreement No. 02-20 shall be complied with at all times.

6. The Applicant and property owner shall sign and submit an affidavit accepting all Conditions of Approval contained in this Resolution within fifteen (15) days following the City Council's approval of the Development Agreement.
7. A signed copy of the approving Resolution shall be printed or attached to the development plans that are to be submitted during the plan check process.
8. All applicable Planning Division, Building Division, Code Enforcement Division, Public Works Engineering Division and City Attorney Office's standards and conditions shall be complied with prior to the issuance of building permits and/or subsequently confirmed prior to the issuance of a final completion of work (i.e. a certificate of occupancy).
9. All City and Los Angeles County Fire Department standards and conditions shall be implemented prior to the issuance of a final completion of work.
10. From the date of approval of the project by the Planning Commission and City Council until the time when the City has accepted the maintenance agreement for the development project as provided in Condition No. 11, herein, the owner of the property shall maintain the property in a good condition to include:
 - a. The continuous maintenance of landscaping and vegetation on the property in a vigorous and weed free condition;
 - b. The prompt removal of any debris or trash from the property regardless of whether such debris or trash is disposed on the property by third persons;
 - c. The installation of temporary security fencing to limit unauthorized entry if the property is otherwise vacant in whole or in part;
 - d. The installation on each vacant structure on the property of secure and tamper-proof door and window coverings to prevent trespass and illegal occupancy of such vacant structures;
 - e. The prompt demolition or restoration of any structure on the property which has been materially damaged by fire or vandalism;
 - f. The prompt removal of evidence of graffiti vandalism from any surface on the property, including graffiti as applied to temporary security fencing or to walls or structures including any wall or structure which is proposed for demolition; and
 - g. Other property maintenance and property security measures as may be indicated for the property under EMMC Chapter 8.59 or other applicable law.

LEGAL

11. By acceptance of the approval of the project by the City, the Applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the project from an action which may be brought within the time period provided for such actions or

challenges under applicable law. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.

12. An agreement for sign maintenance is required and shall be reviewed and approved by the City Attorney. The Agreement shall be submitted for review by the City Attorney and shall be approved and recorded before issuance of certificate of occupancy.
 - a. On-going maintenance criteria, repair and upkeep of the property and billboard sign located thereupon, including but not limited to: 1) controls on the proliferation of trash and debris about the property; 2) the proper and timely removal of graffiti; 3) the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; and 4) the timely maintenance, repair and upkeep of paint and lighting. The agreement shall include provisions which confer a power on the City upon notice to the owner, to enter the property to perform maintenance and repair work and create a lien in favor of the City to secure reimbursement of City costs to correct any maintenance deficiency.

CONSTRUCTION

13. A truck/traffic construction management plan is required for this project pursuant to the Department of Transportation. All construction traffic regarding the movement of heavy equipment and graded materials are limited to off peak hours. This plan shall be approved prior to the issuance of Building Permits.
14. The project must comply and be designed to meet the all requirements of the current applicable California Building Code. All building safety, geotechnical, mechanical, electrical, plumbing, and accessibility requirements will be reviewed for compliance during plan review.
15. Prior to commencing site preparation activities, the project site shall be secured with a fence to prevent unauthorized access to the site in part or in whole and the fence shall contain a screening material to screen construction activities from view. The temporary screening fence shall be installed to the satisfaction of the Community and Economic Development Department and shall be maintained in good condition (free of tears, holes, crack lines, debris, etc.) at all times.
16. Prior to the commencement of construction on the site, the Applicant shall schedule a pre-construction meeting between the general superintendent or field representative and the Planning Division to review the approved plans and construction requirements, and project construction staging and sequencing.
17. During the construction process, all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the project site and not in the public R.O.W.

18. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.
19. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location.
20. All trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. Applicant shall divert fifty percent (50%) of its solid waste through recycling services provided by a solid waste hauler duly franchised to provide such service to the property. Pending completion of all construction activities upon the property, surplus construction materials shall be stored so as to be screened from view when not actually in use. All construction and demolition debris shall be removed from the property in compliance with EMMC Chapter 8.20. The removal of all solid waste arising out of the construction and demolition process shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services for construction and demolition projects within the City of El Monte. The removal of all other wastes from the property shall be undertaken by a duly franchised solid waste hauler authorized to provide solid waste services to residential and commercial properties within the City of El Monte.
21. The site and the public R.O.W. adjacent to any portions of the site shall be maintained in a condition which is free of debris both during and after the construction, addition or implementation of the entitlements granted herein. All trash and refuse shall be disposed of in dumpsters and be removed from the premises on an as needed basis. Any surplus construction materials shall be stored so as to be screened from public view when not actually in use and be removed from the property upon completion of construction activities. The removal of all trash, debris, and refuse, whether during or subsequent to construction shall be done only by the property owner, the applicant or by a permitted waste contractor, who has been authorized by the City to provide collection, transportation, and disposal of solid waste from residential, commercial, and construction areas within the City.
 - a. Prior to issuance of a Building Permit, the applicant shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the applicant's obligation to insure that the waste contractor utilized has obtained permits from the City of El Monte to provide such services.
 - b. Prior to final approval for occupancy, the applicant shall submit to the Planning Division, the receipt(s) showing evidence that the waste and debris generated during the construction process were properly disposed.
22. Fire protection access must be provided prior to and during construction.

OPERATIONS

23. The Applicant shall provide the City with a designated maintenance service personnel that shall be available "24/7," by telephone, to be contacted and to respond in the event that the billboard becomes damaged or dilapidated.
24. The Applicant shall obtain all additional federal and/or state permits for installation.
25. All utilities utilized for the billboard shall be underground.
26. The billboard shall plainly display, and be visible from no less than 100 feet, the name of the person or company owning or maintaining such billboard, and the billboard's identification number.
27. The billboard structure shall be free of any visible bracing, angle iron, guy wires, cable, and/or similar supporting elements. All exposed portions of the billboard, including backs, sides, structural support members and support poles, shall be screened to the satisfaction of the Community and Economic Development Director.
28. The billboard shall not display any statement or words of an "obscene, indecent, or immoral character," as that phrase is used in Business and Professions Code Section 5402 and judicial decisions interpreting the same.
29. The digital billboard shall be connected to the National Emergency Network and provide emergency information, including child abduction alerts (e.g., "Amber Alerts"), in accordance with local and regional first responder protocols.
30. Each static message shall not include flashing lights or the varying of light intensity.
31. Minimum display time. Each message on the sign must be displayed for a minimum of four (4) seconds.
32. The billboard shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter in accordance with the pre-set distances set forth in EMMC Section 17.88.030(l)(3)(d).
33. Each of the LED diodes shall point down, towards the freeway, resulting in minimal light intrusion.
34. The billboard must have a light sensing device that will adjust the brightness as ambient light conditions change.
35. The billboard shall be designed and required to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.

36. The billboard poles, walls or screens at the base of the billboard shall not create a hazard to public safety or provide an attractive nuisance and shall be continually maintained free from graffiti.
37. The billboard shall not be operated in such a fashion as to constitute a hazard to safe and efficient operation of vehicles on streets or freeways and shall comply with all applicable local, state, and federal laws and regulations. Digital billboards when operated in accordance with the operating criteria in this "Operations" subsection above and static billboards operated pursuant to local, state, and federal law shall be deemed to be in compliance with this subsection and all requirements of the California Department of Transportation.
38. The billboard shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
39. The billboard shall not involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and for roadways.
40. No digital billboard shall be operated or maintained so as to constitute an "improper display," as defined or described in Business and Professions Code Section 5403.

BUILDING DIVISION

41. The project shall conform with all provisions of the 2019 California Building Codes.
42. The project shall conform to Chapter 3 of the California Building Code and conform to the requirements of Chapter 4 of the California Building Code, special Detail Requirements Based on Use of Occupancy.

MITIGATION MEASURES

43. Aesthetics. Digital billboard design would be required to take into consideration the effects of glare during rain and storm conditions so as to not visually affect drivers along the I-10 Freeway. Digital billboard design considerations could include tilting the billboard display at a slight angle so the light is directed away from the road, and a sensor to lower the intensity of the digital billboard display during rainy conditions.
44. Cultural Resources Impacts - 1. The project Developer or Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The

Monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities. The Native American Monitor(s) will complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil and any cultural materials identified.

45. Cultural Resources Impacts - 2. Prior to commencement of any grading activity on site, the Developer or Applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Development Services Director, or designee. The qualified paleontologist shall be on-site during grading and other significant ground disturbance activities that impact Pleistocene alluvial deposits, which could occur at depths below six (6) feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six (6) feet or more.
46. Hazards & Hazardous Materials Impacts. Billboards must not be installed over sites that are identified as contaminated under any hazardous site database that is maintained by the California Environmental Protection Agency or the United States Environmental Protection Agency.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of El Monte
c/o City Clerk
11333 Valley Blvd.
El Monte, CA 91731

[Exempt From Recording Fee Per Gov. Code §6103]

(Space Above Line for Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF EL MONTE
AND
OUTDOOR ASSOCIATES, LLC**

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF EL MONTE
AND
OUTDOOR ASSOCIATES, LLC

This Development Agreement (hereinafter “**Agreement**”) is entered into this ____ day of _____, 2020 (hereinafter the “**Effective Date**”), by and between the City of El Monte (hereinafter “**City**”), and Outdoor Associates LLC, a Delaware limited liability company (hereinafter “**Developer**”).

RECITALS

This Development Agreement is predicated upon the following facts:

A. The Development Agreement Act (Government Code section 65864 *et seq.*) authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the southerly side of the east-bound lanes of the Interstate 10 Freeway, at 12243 Garvey Avenue, in the City of El Monte (APN: 8565-004-009), as more specifically described in Exhibit “A” attached hereto and incorporated herein (the “**Site**”).

C. Developer desires to install on the Site a new double-sided 14 x 48 foot digital display which is oriented toward the Interstate 10 Freeway, as more particularly described in the Scope of Development attached hereto as Exhibit “B” and as depicted in the Site Plan attached hereto as Exhibit “C” and incorporated herein (the “**New Digital Billboard**” or the “**Project**”).

D. Developer and City recognize that the Developer has a legal or equitable interest in the Site and thus is qualified to enter into this Agreement in accordance with Development Agreement Act.

E. In anticipation of the implementation of the Project, the Developer has made or will make application to the City (in its governmental capacity) for certain approvals, entitlements, findings, and permits required for the implementation of the Project, including, a sign use permit, and an application for a development agreement for the Project under the Development Agreement Act.

F. To mitigate the impact of the installation of the New Digital Billboard and in consideration the City’s agreement to enter into this Agreement with Developer and (iv) grant the approvals sought by Developer for the New Digital Billboard, Developer is agreeable to pay the City an annual Public Benefit Contribution (as such terms are defined below), for the cost to the City to enter into this Agreement and to mitigate the impact of the installation of the New Digital Billboard and to reimburse the City its Project costs.

G. The Site is located within the City's Billboard Overlay Zone Area No. 6, on property that is zoned General Commercial (C-3) with a General Plan Land Use Classification of "Regional Commercial". Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

H. The City Council has specifically considered and approved the public benefits of this Project upon the welfare of the City, including its compliance with the requirements of the California Environmental Quality Act ("CEQA").

I. This Agreement eliminates uncertainty in planning and provides for the orderly implementation of the Project in a manner consistent with the City's zoning regulations and the General Plan.

J. On _____, 2020, at a duly noticed public hearing, the Planning Commission adopted Resolution No. ____-2020, recommending approval of this Agreement (Development Agreement No. 02-20) to the City Council and requiring Developer's compliance with the specific Conditions of Approval stated therein. In addition, at the same meeting, the Planning Commission adopted Resolution No. ____-2020, approving Design Review No. 05-20.

K. On _____, 2020, the City Council found that, as a result of the Project in accordance with the Development Approvals and this Agreement, substantial public benefits will accrue to the public and that it is in the best public interest of the City and its residents, to adopt this Agreement. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including but not limited to utilizing the Site for a revenue-generating use.

L. On _____, 2020, the City Council, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. ____, which Ordinance approves this Agreement.

M. On _____, 2020, the City Council held the second reading on, and adopted Ordinance No. ____, thereby approving this Agreement.

N. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No. ____ of the City Council have been duly and regularly taken.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1. **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “**Additional Revenue**” means revenue received from a third-party for use of the support structure of the New Digital Billboard for the installation of Telecommunications Facilities.

1.1.2 “**Agreement**” means this Development Agreement and all attachments and exhibits hereto.

1.1.3 “**Anniversary Date**” is the annual reoccurrence of the Commencement Date.

1.1.4 “**City**” means the City of El Monte, a California municipal corporation.

1.1.5 “**City Council**” means the City Council of the City.

1.1.6 “**Commencement Date**” means the date that is five (5) business days after the satisfaction of the Completion Requirements.

1.1.7 “**Completion Requirements**” means (i) issuance of all Development Approvals, Final Permits and/or compliance with all requirements under applicable laws required to operate the New Digital Billboard and the expiration of all applicable challenge periods related to the foregoing without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer), as evidenced by written notice thereof from Developer to the City, and (ii) completion of construction of the New Digital Billboard, such that Developer can immediately commence operation of the New Digital Billboard (as determined by Developer in its reasonable discretion), as evidenced by written notice thereof from Developer to the City.

1.1.8 “**Developer**” means Outdoor Associates LLC, a Delaware limited liability company duly existing and operating, and its successors and assigns.

1.1.9 “**Development**” means the installation of a New Digital Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situation on Owner’s property) to the New Digital Billboard, as well as any other improvements to the Site for the purpose of completing the structures, improvements and facilities comprising the Project.

1.1.10 “**Development Agreement Act**” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code, as the same may be amended or re-codified from time to time.

1.1.11 “**Development Approvals**” means any and all permits, licenses, consents, rights and privileges approved or issued by the City in connection with the Project on or before the Effective Date, including, without limitation, this Agreement and the following entitlements: the Resolution No. _____ approved by the Planning Commission on _____, 2020, and approval of the City Council by Ordinance No. _____ on _____, 2020, as further described at Section 4.3 herein.

1.1.12 “**Effective Date**” means the date inserted into the preamble of this Agreement, which is thirty (30) days following (a) approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City, (b) the Development Approvals have been approved; and (c) expiration of all applicable challenge periods without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer) related to the Development Approvals and CEQA.

1.1.13 “**Final Permits**” shall mean all necessary/required permits and inspections by all governmental and utility agencies, including any permits and approvals required by the California Department of Transportation, to construct and operate the New Digital Billboard and related improvements, which are signed and dated by the City, as applicable. Final Permits do not include the Development Approvals.

1.1.14 “**Land Use Regulations**” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.15 “**Lease**” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.16 “**Mortgagee**” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.17 “**Official Records**” means the official Records of Los Angeles County, California.

1.1.18 “**City Fees**” means all fees and charges required by City that are customarily and applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, hauling permits, encroachment permits, demolition permits, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check.

1.1.19 “**Processing Fee**” is the fee which is in addition to the payment of City Fees or customary building plan check or building permit fees, and is intended to reimburse the City for fees and costs incurred in connections with City’s review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal and consultant fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

1.1.20 “**Project**” means the New Digital Billboard as described in Exhibit “B” consistent with the Development Approvals and the Final Permits.

1.1.21 “**Public Benefit Contribution**” means the payment from Developer to City pursuant to Section 3.3 of this Agreement, which payment may be used by the City for various public projects and programs.

1.1.22 “**Site**” refers to the real property described in Recital B and more specifically described on Exhibit “A” attached hereto and incorporated herein.

1.1.23 “**Scope of Development**” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.24 “**Subsequent Land Use Regulations**” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement which govern development and use of the Site and Project.

1.1.25 “**Subsequent Development Approvals**” means any Development Approvals issued subsequent to the Effective Date in connection with the Project.

1.1.26 “**Telecommunications Facilities**” means an antenna or wireless communication device, infrastructure and related equipment for telecommunications, cellular or wi-fi service, surveillance or other video equipment provided by a duly approved and licensed telecommunications service provider. “**Term**” shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Scope of Development), and Exhibit “C” (Site Plan and Elevations).

2. **GENERAL PROVISIONS.**

2.1. **Application of Agreement.** This Agreement shall apply to the development and use of the Project carried out on the Site. The Project shall be developed and operated in accordance with the Development Approvals and this Agreement.

2.2. **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer’s obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.3. **Interest in Site.** The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Act. The City and Developer acknowledge and

agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Act. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development attached hereto as Exhibit "B", relative to the maintenance of landscaping thereon that particular Site, except as provided under Section 6.1. Additionally, if Developer's leasehold or license interest is prematurely terminated for any reason, then Developer shall have no further obligations under this Agreement for that particular Site, except as provided under Section 6.1.

2.4. **Term of Agreement.** Unless earlier terminated as provided in this Agreement, this Agreement shall commence on the Commencement Date and continue in full force and effect until the date that is thirty (30) years after the Commencement Date (the "**Initial Term**"), and thereafter for successive like terms of one (1) year each (each, a "**Successive Term**" and collectively, the "**Successive Terms**"), unless not less than thirty (30) days (and no more than ninety (90) days) before the end of the Initial Term or any subsequent Successive Term, Developer or the City gives written notice of termination of this Agreement to the other party. The Initial Term and all Successive Terms are collectively referred to herein as the "**Term**". Notwithstanding any provision in this Agreement to the contrary, the Term of this Agreement shall automatically expire upon (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded in the Official Records pursuant to Section 9.1 below. If this Agreement is not extended or renewed as set forth herein, then either party may, at its option, elect for Developer to remove the digital displays and restore the portion of the Site affected by the New Digital Billboard to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

3. DEVELOPER OBLIGATIONS-PUBLIC BENEFIT.

3.1. **Processing Fee.** Upon submission of this Agreement for approval by the City, Developer paid to the City a one-time non-refundable Processing Fee in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to reimburse the City for its costs in processing this Agreement, including costs for outside consultants and staff time.

3.2. **City Fees.** Developer shall pay all City Fees for the development of the Project at the rate and amount in effect at the time the fee is required to be paid.

3.3. **Public Benefit Contribution.** In consideration for the rights and benefits to developer under this Agreement, Developer shall pay to the City an annual Public Benefit Contribution in the amount set forth in the table below. The Public Benefit Contribution shall be paid to the City in advance on the first (1st) day of each calendar quarter in four (4) equal quarterly installments as set forth in the table below, with quarterly installments for the first and last quarters of the Term prorated based upon a ninety (90) day quarter. Not included in this schedule is Additional Revenue received by the Developer as set forth in Section 3.7 below.

<u>Year</u>	<u>Public Benefit Contribution</u>	<u>Quarterly Installment</u>
1	\$90,000.00	\$22,500.00
2	\$92,250.00	\$23,062.50
3	\$94,556.24	\$23,639.06
4	\$96,920.16	\$24,230.04
5	\$99,343.16	\$24,835.79
6	\$101,826.72	\$25,456.68
7	\$104,372.40	\$26,093.10
8	\$106,981.72	\$26,745.43
9	\$109,656.28	\$27,414.07
10	\$112,397.68	\$28,099.42
11	\$125,000.00	\$31,250.00
12	\$128,125.00	\$32,031.25
13	\$131,328.12	\$32,832.03
14	\$134,611.32	\$33,652.83
15	\$137,976.60	\$34,494.15
16	\$141,426.04	\$35,356.51
17	\$144,961.68	\$36,240.42
18	\$148,585.72	\$37,146.43
19	\$152,300.36	\$38,075.09
20	\$156,107.88	\$39,026.97
21	\$175,000.00	\$43,750.00
22	\$179,375.00	\$44,843.75
23	\$183,859.40	\$45,964.85
24	\$188,455.88	\$47,113.97
25	\$193,167.28	\$48,291.82
26	\$197,996.44	\$49,499.11
27	\$202,946.36	\$50,736.59
28	\$208,020.00	\$52,005.00
29	\$213,220.52	\$53,305.13
30	\$218,551.00	\$54,637.75

3.4. **Community Benefits.** Developer shall also provide the following community benefits during the entire Term of this Agreement:

3.4.1. **City's Use of the Billboard.** During the entire Term of this Agreement, Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the New Digital Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one (1) of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a

particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

3.4.2. **Amber Alert System.** The New Digital Billboard shall be connected into and utilized in connection with the Amber Alert communications network established by the U.S. Department of Justice.

3.4.3. **Discount Advertising.** Developer shall offer a ten percent (10%) discount off its applicable rates for display of advertising on the New Digital Billboard to any current, active member of the El Monte - South El Monte Chamber of Commerce with a City of El Monte business address.

3.4.4. **City Signage.** Developer shall install and maintain on both sides of the New Digital Billboard above the display panel a sign reading "City of El Monte". The design of such sign shall be approved by the City.

3.5. **Restrictions on Use.** Developer shall not utilize any of the displays on the New Digital Billboard to advertise or communicate political matter, tobacco including e-cigarettes and vaping, marijuana, hashish, "strip clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images, or use sexually oriented language. Further, Developer shall not utilize any of the displays on the New Digital Billboard to advertise or communicate any matter that may be prohibited by State or Federal law and any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance. The New Digital Billboard shall at all times be constructed and operated in a manner consistent with the Outdoor Advertising Act of the State of California (Business & Professions Code sections 5200 *et seq.*) and other applicable State and Federal laws and regulations.

3.6. **City's Rights to Use the Site.** The City shall have the right to access and install Telecommunications Facilities on the Site that the City deems necessary for the health, safety and welfare of the public or pursuant to a third-party agreement. The City shall be responsible for all of the installation and operating costs of its Telecommunications Facilities, and the City's Telecommunications Facilities shall be installed and operated in a manner that does not interfere with or negatively impact the New Digital Billboard in any manner, including, without limitation, the amount of advertising revenue received by Developer from the operation of the New Digital Billboard or the amount of Additional Revenue derived therefrom. The City shall indemnify, defend and hold harmless Developer and its members, partners, shareholders, officers, directors, employees and affiliates (collectively, the "**Developer Parties**") from and against any and all claims, lawsuits, actions, proceedings, judgments, losses, costs, claims (including reasonable sums paid in settlement of claims), reasonable attorneys', consultant and expert fees, penalties, damages and liabilities (collectively, "**Claims**") arising from or related to the installation, operation or use of the Telecommunications Facilities installed on the Site by or on behalf of the City, except to the extent that such Claims arise from the active negligence or willful misconduct of any of the Developer Parties.

3.7. **Fixed Facility Fee.** Should City or Developer enter into any agreement for the installation of Telecommunications Facilities on the support structure of the New Digital

Billboard, the party receiving payment for such Telecommunications Facilities shall pay to the other party an annual fixed facility fee of fifteen percent (15%) of the Additional Revenue collected as a result of the Telecommunications Facilities. Each party shall have the right upon request to review and audit the Additional Revenue received by the other party for a period thirty (30) days after the date on which such Additional Revenue was received.

4. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

4.1. **Rights to Develop.** Subject to provisions of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the existing Land Use Regulations, this Agreement and in compliance with all laws, regulations, rules and requirements of all governmental authorities with jurisdiction over the Project.

4.2. **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structures on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

4.3. **Development Approvals.** Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and building permit(s) from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the Project, thus complying with, and satisfying the requirements of CEQA. Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code that were in affect at the time the Agreement and Conditional Use Permit were approved by the City's Planning Commission, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in effect at the time the Agreement and Conditional Use Permit were approved by the City's Planning Commission, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

4.4. Timing of Development.

4.4.1. The parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee*

Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465 (the “**Pardee Case**”) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the parties’ intent to cure that deficiency by acknowledging and providing that, except as otherwise provided in this Agreement, Developer shall have the right to develop the Project consistent with the Development Approvals in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the Term of this Agreement. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the *Pardee Case* and any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later-adopted rules, regulations or initiatives that would otherwise restrict Developer’s time to complete the Project.

4.4.2. Developer shall commence construction of the New Digital Billboard on the Site within one hundred eighty (180) calendar days following: (a) Developer’s receipt of a building permit from the City for construction of the New Digital Billboard and related improvements, (b) the issuance of all Development Approvals and Final Permits for construction of the New Digital Billboard and related improvements, and (c) the expiration of all applicable challenge periods related to the foregoing without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer). In the event that Developer fails to meet the schedule for commencement of construction of the New Digital Billboard set forth above, then after compliance with Section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement of construction or completion of construction of the New Digital Billboard, then such delays shall not constitute grounds for any termination rights found within this Agreement and the timeline to commence or complete the relevant task shall be extended in the manner set forth in Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard. Developer shall also maintain the New Digital Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit “B” herein.

4.5. **Changes and Amendments.** Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s). The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided

Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

4.6. Reservation of Authority.

4.6.1. ***Limitations, Reservations and Exceptions.*** Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

4.6.2. ***Future Discretion of the City.*** This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

4.6.3. ***Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.*** In the event that applicable federal, state, county or multi-jurisdictional laws

or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use under applicable federal, state, county or multi-jurisdictional laws or regulations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.7. **Regulation by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 6.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.8. **Public Improvements.** Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("**Exactions**") at such time as the City shall determine, subject to the following conditions:

4.8.1. The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

4.8.2. The timing of the Exaction should be reasonably related to the development of the Development and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

4.8.3. It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.9. **Fees, Taxes and Assessments.** During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However,

this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not on the New Digital Billboard or Developer directly, except as follows:

4.9.1. Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;

4.9.2. Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;

4.9.3. Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer; and

4.9.4. Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.

4.10. **Changes.** Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

5. **REVIEW FOR COMPLIANCE.**

5.1. **Review.** In compliance with the Development Agreement Act, the City Council shall have the right to review at its sole cost and expense the Developer's good faith compliance with the terms of this Agreement at least every twelve (12) months during the Term ("**Review**") and City Council may, in its sole and absolute discretion and at its sole cost and expense, order a Review at any time. No failure on the part of the City to conduct or complete any Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Review.

5.2. **City Rights of Access.** Subject to the City's execution of a permit to enter the Site in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the Review under this Section 5 or inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site. Any damage or injury to the Site or to the improvements constructed thereon (including, without limitation, the New Digital Billboard) resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 5.1 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant

to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard during any inspection.

5.3. **Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "**Notice of Non-Compliance**" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 9.10.

5.4. **Certificate of Agreement Compliance.** If, at the conclusion of any Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("**Certificate**") to Developer stating that, after the most recent Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate shall be in recordable form if requested by Developer and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 5.4, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

6. DEFAULT AND REMEDIES.

6.1. Termination of Agreement.

6.1.1. *Termination of Agreement for Material Default of Developer.* The City, in its discretion, may terminate this Agreement (a) if Developer fails to make the Public Benefit Contribution within fifteen (15) days after the due date, or (b) for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as “*default*” or “*breach*”); provided, however, the City may terminate this Agreement pursuant to subsection (b) above only after following the procedures set forth in Section 5.3. In the event of a termination by the City under this Section 6.1.1, Developer acknowledges and agrees that the City may retain any portion of the Public Benefit Contribution paid up to the date of termination and Developer shall pay the prorated amount of the Public Benefit Contribution within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.2. *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 5.

6.1.3. *Termination of Agreement Without Default.* Developer may terminate this Agreement upon the occurrence of any of the following: (1) if, despite Developer’s good faith efforts, Developer is unable to secure the necessary permits (including all Final Permits) and/or comply with requirements under applicable laws as necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development, or (3) the Lease is terminated, or (4) Developer is unable to profitably operate the Development or (5) if the advertising value of the New Digital Billboard is materially diminished for any reason, including, without limitation, a diversion or reduction of vehicular traffic or the view of the New Digital Billboard becomes entirely or partially obstructed or impaired, or (6) any other circumstance or event pursuant to which termination is permitted by Developer under this Agreement. In the event of a termination by Developer under this Section 6.1.3, Developer acknowledges and agrees that the City may retain any portion of the Public Benefit Contribution paid up to the date of termination and Developer shall pay the prorated amount of the Public Benefit Contribution within sixty (60) days after the date of termination.

6.1.4. *Rights and Duties Following Termination.* Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except (i) Developer’s obligation to remove the terminated New Digital Billboard pursuant to Section 2.4, and (ii) any continuing obligations to indemnify other parties.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1. Insurance.

7.1.1. *Types of Insurance.*

(a) *Liability Insurance.* On or prior to the Effective Date and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer general liability insurance against claims and liabilities for bodily injury, death or property arising out of or in connection with Developer's activities under this Agreement and for claims and liabilities covered by the indemnification provisions of Section 7.2. Such insurance shall have the following limits: (i) at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, (ii) at least Four Million Dollars (\$4,000,000) for any one accident or occurrence, and (iii) at least One Million Dollars (\$1,000,000) for property damage. Within seven (7) days after written request from the City, Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Within seven (7) days after written request from the City, Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement on or prior to the Effective Date.

7.1.2. ***Failure to Maintain Insurance.*** If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 5.3, may view such failure or refusal to be a default hereunder.

7.2. **Indemnification.**

7.2.1. ***General.*** To the extent of its liability coverage required under Section 7.1.1(a) above, Developer shall indemnify the City and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "***claims or liabilities***") that may be asserted or claimed by any person, firm, or entity to the extent arising out of or in connection with the negligent work, operations, or

activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site or arising from this Agreement.

(a) Developer will defend any action or actions filed in connection with any such claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies, or by Developer.

(b) Developer will promptly pay any judgment rendered against the City or its officers, agents, or employees for any such claims or liabilities to the extent arising out of or in connection with such negligent work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and its officers, agents, and employees harmless therefrom.

7.2.2. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

7.2.3. Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever to the extent caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

7.2.4. Loss and Damage. Except as set forth below, the City shall not be liable for any damage to property of Developer, nor for the loss of or damage to any property of Developer by theft or otherwise. The foregoing sentence shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) under the circumstances set forth in Section 7.2.2 above.

7.2.5. Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement for the period of two (2) years.

7.3. Waiver of Subrogation. Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or

Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

8. **MORTGAGEE PROTECTION.** The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

8.1.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.

8.1.2. The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

8.1.3. If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

8.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the

Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1. **Recordation of Agreement.** This Agreement shall be recorded in the Official Records of the Los Angeles County Recorder within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3. **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Public Benefit Contribution Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4. **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5. **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6. **Singular and Plural.** As used herein, the singular of any word includes the plural.

9.7. **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8. **Waiver.** Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9. **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10. **Force Majeure.** Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City and of the California Department of Transportation), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Public Benefit Contribution Fee paid for any period after the effective date of such termination.

9.11. **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12. **Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.13. **Litigation.** Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation, its expert witness fees and reasonable attorneys' fees.

9.14. **Covenant Not to Sue.** The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15. **Development as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a “public work” development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer’s private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16. **Further Actions and Instruments.** Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17. **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer’s right to seek and collect just compensation or any other remedy available to it.

9.18. **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

9.19. **Assignment.** Except with respect to Permitted Assignments (as defined below), Developer shall not transfer or assign its rights and obligations under this Agreement (collectively, an “Assignment”) to any person or entity without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Permitted Assignments shall not be deemed an “Assignment” for the purposes of this Agreement and shall not require the prior approval of the City; provided that, (a) Developer shall notify the City in writing of such proposed Permitted Assignment at least thirty (30) days

prior to the effective date of any proposed assignment or transfer, (b) Developer and such assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which such assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed from and after the date of such assignment. For purposes of this Agreement, “**Permitted Assignment**” shall mean (i) a transfer or assignment to any person or entity in connection with a transfer or assignment of all of Developer’s interest in the Lease, (ii) a transfer or assignment to a corporation, limited liability company or partnership in which Developer, Glenn Emanuel (“**Emanuel**”) and/or Emanuel’s immediate family members (spouse and children), individually or collectively, hold a voting and financial interest in excess of fifty percent (50%), (iii) an transfer or assignment to a member of Developer, and (iv) a transfer or assignment to a trust or other estate planning entity formed for the benefit of Emanuel and/or Emanuel’s immediate family members (spouse and children).

9.20. **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.21. **Notices.** All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City: City of El Monte
 11333 Valley Blvd.
 El Monte, CA 91731
 Attn: City Manager

If to Developer: Outdoor Associates LLC
 22431 Antonio Parkway, Suite b160-681
 Rancho Santa Margarita, CA 92688
 Attn: Glenn Emanuel

With a copy to: Jackson Tidus
 2030 Main Street, Suite 1200
 Irvine, CA 92614
 Attn: Michael L. Tidus, Esq.

9.22. **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

9.23. **No Brokers.** The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each

party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.24. **No Amendment of Lease.** Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

[Signatures on the following page]

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

CITY:

CITY OF EL MONTE
a California municipal corporation

By: _____
Mayor

DEVELOPER:

OUTDOOR ASSOCIATES LLC
a Delaware limited liability company

By: _____
Glenn Emanuel, Manager

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

All that certain real property located in the City of El Monte, County of Los Angeles, State of California more particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL MONTE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 8 IN BLOCK "A" OF [TRACT NO. 10760](#), IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 184, PAGE 41](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 8565-004-004](#)

PARCEL 2:

THAT PORTION OF LOT 2 IN BLOCK "A" OF [TRACT NO. 10760](#), IN THE CITY OF EI MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 184, PAGE 41](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE WESTERLY ALONG THE SOUTHERLY LINE THEREOF TO THE MOST WESTERLY CORNER OF SAID LOT;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 22 DEGREES 37 MINUTES 24 SECONDS EAST, 190.76 FEET TO A LINE BEARING NORTH 73 DEGREES 39 MINUTES 08 SECONDS WEST FROM A POINT IN THE EASTERLY LINE OF LOT 3 IN SAID BLOCK "A", DISTANT THEREON NORTH 22 DEGREES 37 MINUTES 24 SECONDS EAST, 72.75 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3;

THENCE ALONG SAID LINE, SOUTH 73 DEGREES 39 MINUTES 08 SECONDS EAST TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 8 IN SAID BLOCK "A";

THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREFOR.

[APN: 8565-004-009](#)

EXHIBIT “B”

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Digital Billboard on the Site in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 65-foot tall, “bulletin” size V-Shaped freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14’ x 48’ within the billboard frame) adjacent to the Interstate 10 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and the Site shall be maintained in accordance with the conditions at Section 3 below.

2. Building Fees. Developer shall pay all applicable City building fees at the time that the building permit is issued for the installation of the New Digital Billboard.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) to be kept in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site. Such maintenance and repair shall include, but not be limited to, the following: (i) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; and (ii) the repair, replacement and repainting of the New Digital Billboard’s structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) If more than ten percent (10%) of the display is not operational, the entire display shall be turned off and remain black until the display is repaired.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “B”, then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have

the right, after complying with Section 5.3 of the Agreement, to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Section 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual out-of-pocket maintenance costs incurred in performing same.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, landscaping adjacent to New Digital Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City.

(b) The Billboard shall be located in the portion of the Site shown on Exhibit "C" and shall be of the dimensions described in Section 1, above.

(c) Except to the extent a variance is granted by the City, the size of each sign display of the New Digital Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan attached hereto as Exhibit "C" approved by the City as part of the Development Approvals.

(d) Plans and specifications for the proposed installation of the New Digital Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the New Digital Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities.

(g) Developer shall, at all times, comply with the terms of the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising

Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(h) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(i) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(j) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(k) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, may remove and relocate any landscaping.

(l) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(m) All graffiti shall be adequately and completely removed or painted over within forty-eight (48) hours of notice to Developer of such graffiti being affixed on the Development.

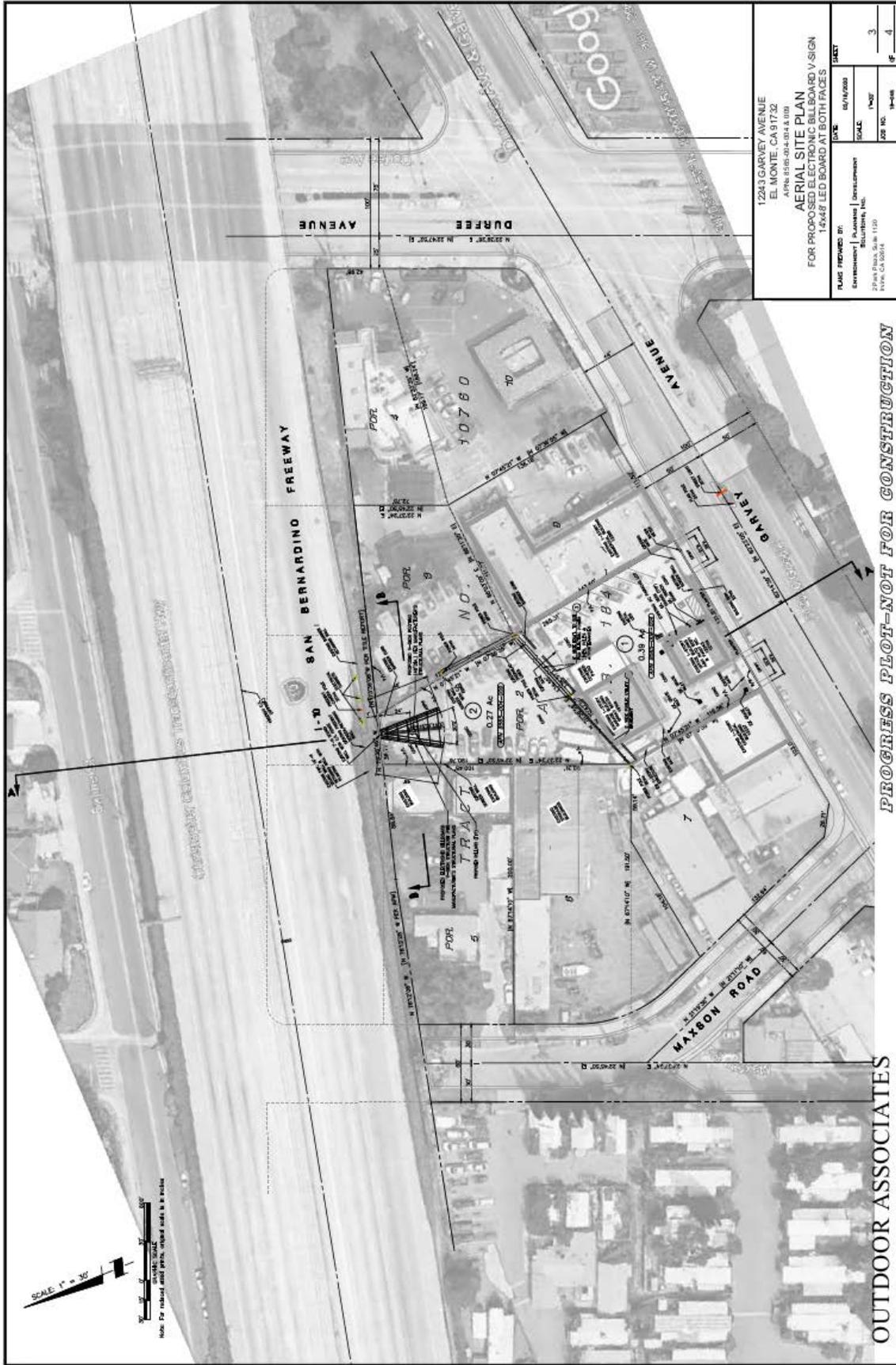
(n) Prior to final sign-off of the building permit for the New Digital Billboard, the applicable landscaping or painted backing shall be installed at the Site.

(o) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at a distance of 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment and the obligation to have automatic dimming capabilities. Upon any reasonable complaint by City Manager or designee, Developer shall perform a brightness measurement and display using OAAA standards and provide City with the results of same within five (5) days of City complaint.

EXHIBIT "C"

SITE PLAN AND ELEVATIONS

[See Attached]



12345 GARVEY AVENUE EL MONTE CA 91732 ALPHA 8300 00A 01A & 01B	
AERIAL SITE PLAN FOR PROPOSED LED SIGNAGE, LED BOARD V SIGN 1.5x2.8 LED BOARD AT BOTH FACES	
PLANNED BY:	DATE: 02/19/2008
DESIGNED BY:	SCALE: 1"=20'
APPROVED BY:	JOB NO.: 14-048
DATE: 02/19/2008	SHEET: 3
DATE: 02/19/2008	SHEET: 4

OUTDOOR ASSOCIATES

PROGRESS PLOT-NOT FOR CONSTRUCTION

SCALE: 1" = 20'

10' 20' 30' 40'

0' 10' 20' 30' 40'

10' 20' 30' 40'

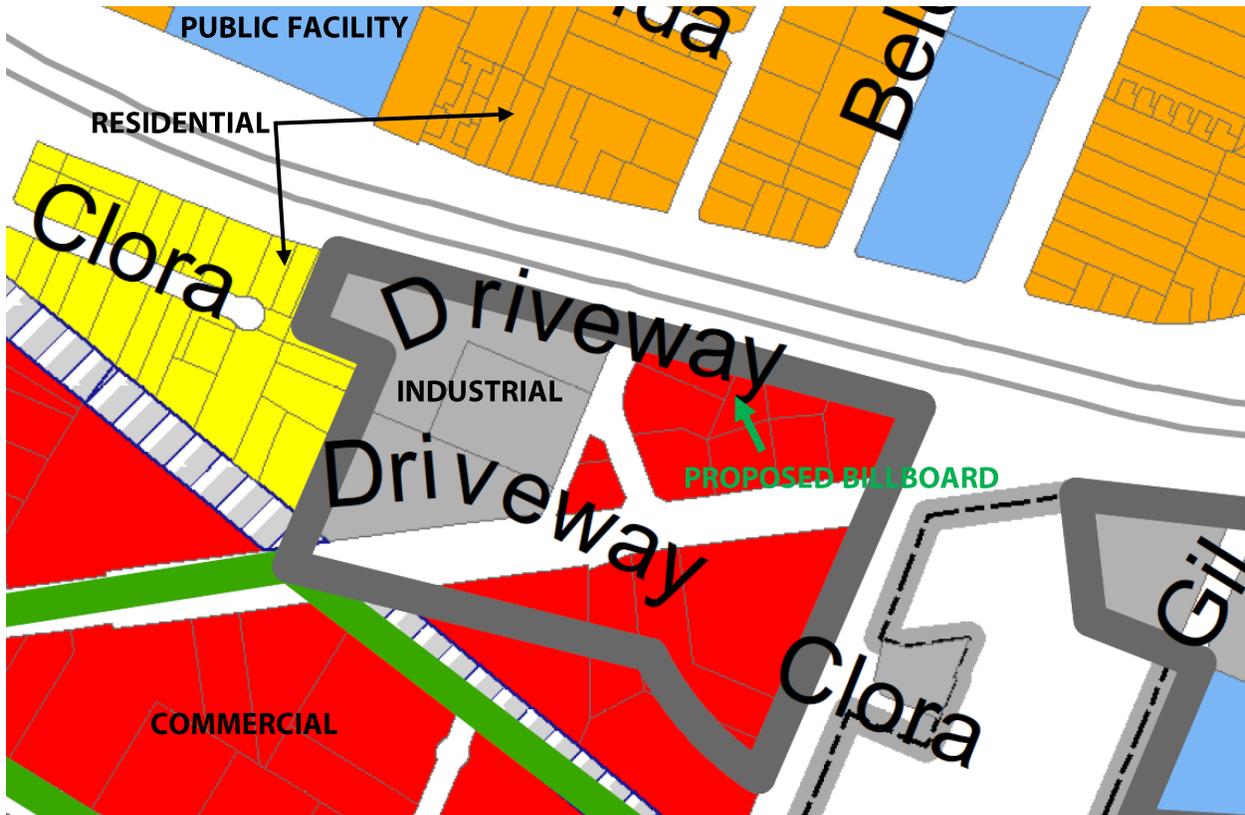
0' 10' 20' 30' 40'

Note: For reduced aerial photo, original scale is 1" = 10'

LIGHT AND GLARE STUDY

A light and glare study is required if any residential zone is located within 250 feet of the proposed billboard. As shown in the graphic below, the nearest residential zones are to the north, on the opposite side of Interstate 10, and to the west, along Clara Place. These zones are beyond the 250-foot radius.

As no residential zones are present within 250 feet, a light and glare study is not required.



NOTES:

1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.
2. THE SITE BOUNDARY WAS PREPARED USING RECORD INFORMATION ONLY. NO FIELD WORK HAS BEEN PERFORMED TO VERIFY THE LOCATIONS OF THE BOUNDARY CORNERS, EASEMENTS OR ANY OTHER FEATURES SHOWN HEREON. THE BOUNDARY, EASEMENT AND CENTERLINES SHOWN ARE APPROXIMATE, AND SHALL NOT BE CONSTRUED AS A FINAL BOUNDARY FOR RECORDING.
3. THIS PLAN DOES NOT SHOW THE LOCATION OF, OR ENCROACHMENTS BY, ANY BUILDINGS OR STRUCTURES, SUBSURFACE FOOTINGS OR FOUNDATIONS, UTILITY LINES OR STRUCTURES.
4. THE TOPOGRAPHIC FEATURES SHOWN AND SURFACE UTILITIES ARE APPROXIMATE, AND ARE BASED ON AERIAL AND SITE PHOTOGRAPHS, AND NOT ON A TOPOGRAPHIC SURVEY.
5. UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE, THE CONTRACTOR SHALL CALL DIG-ALERT AT 811 PRIOR TO EXCAVATION TO VERIFY THE EXACT LOCATIONS OF UNDERGROUND FACILITIES, AND SHALL POT HOLE LOCATIONS WITHIN 10' FOR THE PROPOSED SIGN FOOTING.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD FOR PROPER COORDINATION OF WORK.

PROJECT ADDRESS:

12243 GARVEY AVENUE
EL MONTE, CA 91732

LEGAL DESCRIPTION:

LOT 8 AND POR. OF LOT 2 IN BLOCK "A" OF TRACT NO. 10760, M.B. 184, PG. 41, FOR DESCRIPTION SEE PRELIMINARY TITLE REPORT ORDER NO. 987-30046405-MAM, DATED MARCH 24, 2020, BY FIDELITY NATIONAL TITLE CO.

ASSESSOR'S PARCEL NOS.:

8565-004-004 & 009

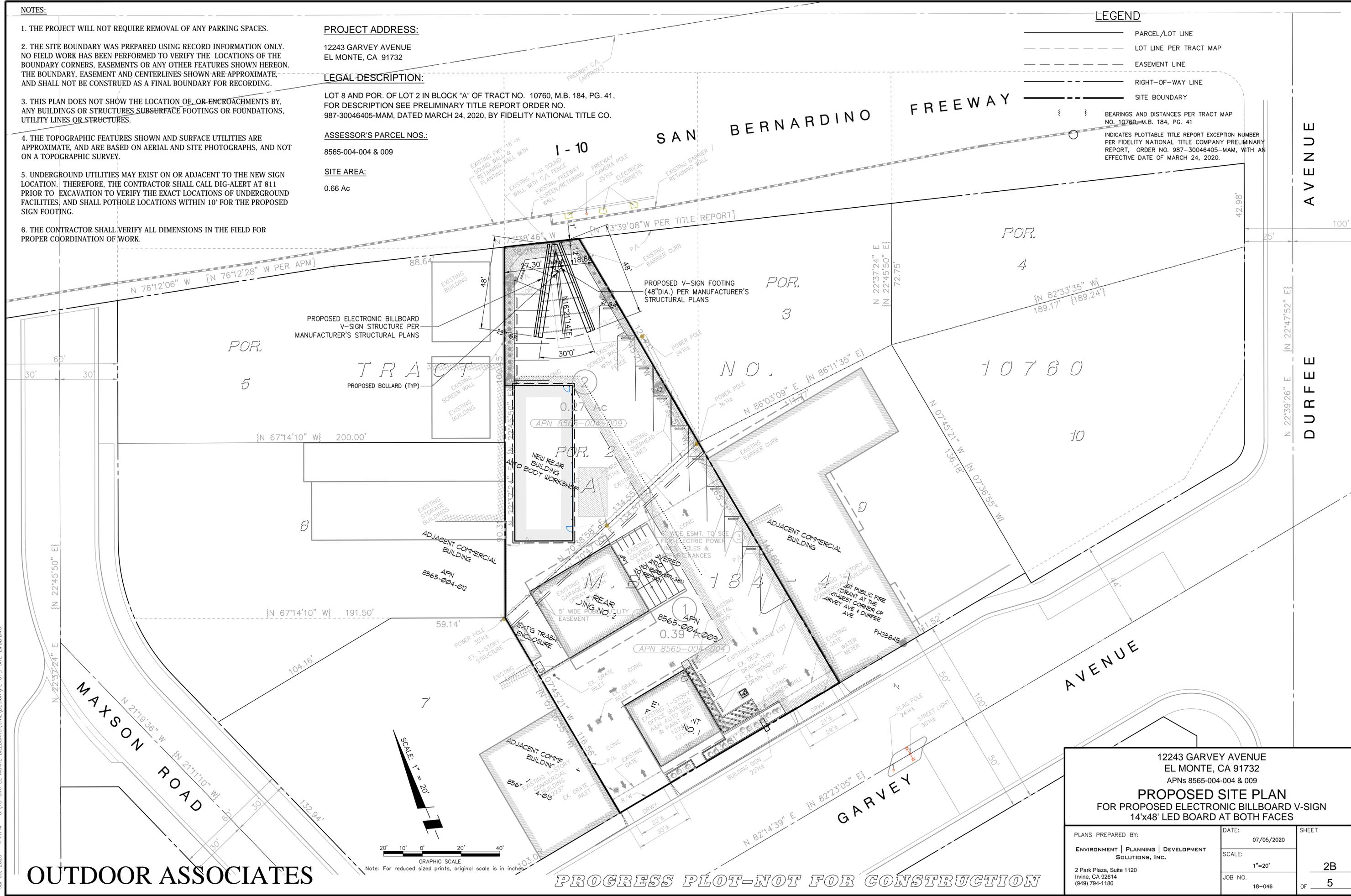
SITE AREA:

0.66 Ac

LEGEND

- PARCEL/LOT LINE
- - - - - LOT LINE PER TRACT MAP
- - - - - EASEMENT LINE
- - - - - RIGHT-OF-WAY LINE
- SITE BOUNDARY

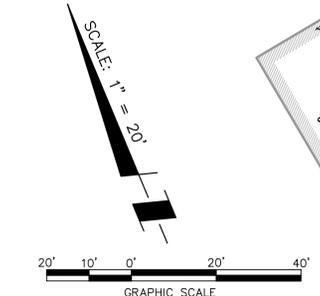
BEARINGS AND DISTANCES PER TRACT MAP NO. 10760, M.B. 184, PG. 41
INDICATES PLOTTABLE TITLE REPORT EXCEPTION NUMBER PER FIDELITY NATIONAL TITLE COMPANY PRELIMINARY REPORT, ORDER NO. 987-30046405-MAM, WITH AN EFFECTIVE DATE OF MARCH 24, 2020.



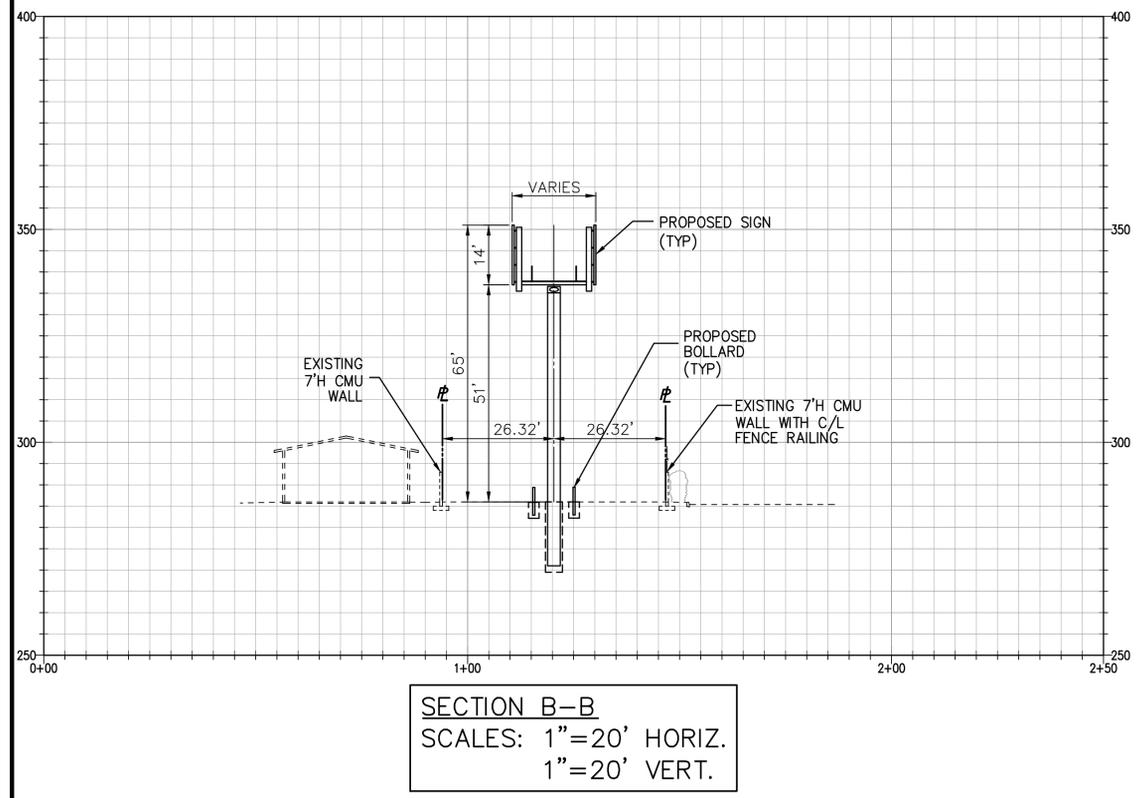
OUTDOOR ASSOCIATES

PROGRESS PLOT-NOT FOR CONSTRUCTION

12243 GARVEY AVENUE EL MONTE, CA 91732 APNs 8565-004-004 & 009 PROPOSED SITE PLAN FOR PROPOSED ELECTRONIC BILLBOARD V-SIGN 14'x48' LED BOARD AT BOTH FACES		
PLANS PREPARED BY:	DATE:	SHEET
ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.	07/05/2020	2B
2 Park Plaza, Suite 1120 Irvine, CA 92614 (949) 794-1180	SCALE: 1"=20'	OF 5
	JOB NO. 18-046	



Jul 05, 2020 - 4:41PM - G:\18-046 EL MONTE BILLBOARD\CAD\DESIGN\PL-01B-SITE-EMBEDDING



Pole cover to be 5' square.
 Internal 1.5" x 1.5" x 3/16" aluminum angle frame
 with .100 aluminum outer surface.
 Med gray finish to have textured finish.

24" x 85" top ID signs on front and back to be 5" deep.
 Dark gray background with letters
 cut away and backed up with white acrylic.
 Internal area backed with white LED modules.
 Letters illuminate white at night.
 1.5" square tube accents at top and bottom
 of sign to be aluminum with brushed finish.
 Ends capped solid.

6" square accents (5' long) above and below city logo
 to have brushed aluminum finish.

14" wide White aluminum accent fins up one side.

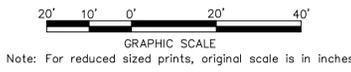
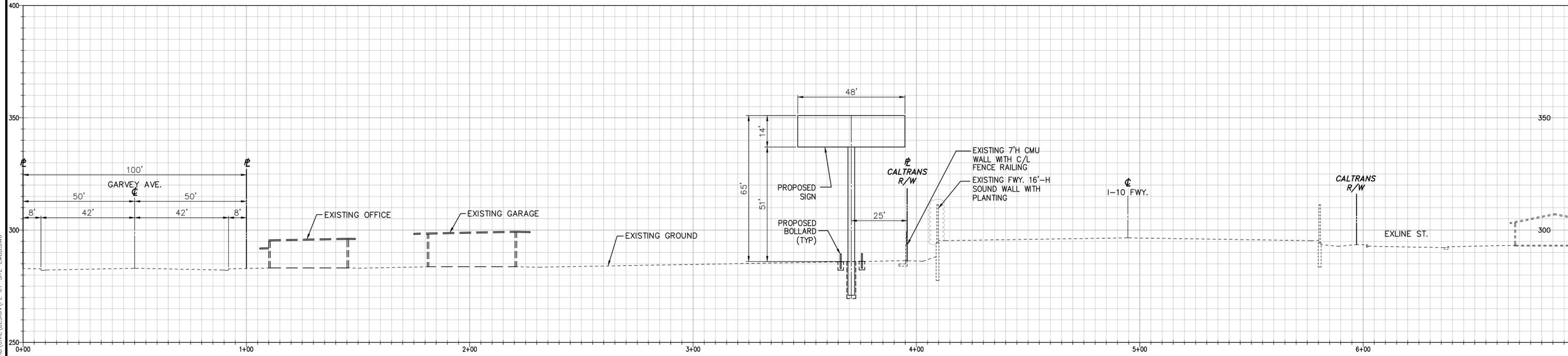
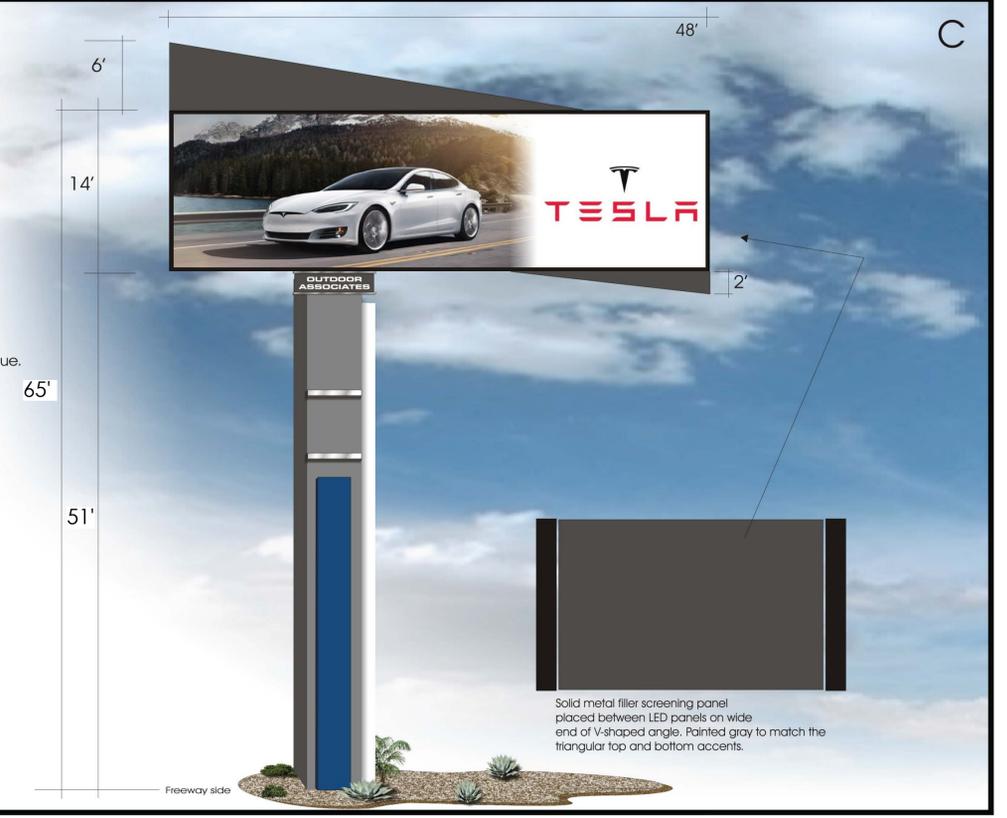
35" wide 27'-9" tall x 2" deep center vertical band to be blue.

Solid metal accents at top (6' x 37")
 and bottom (2' x 17'-10") to be painted dark gray.
 1/8" thick white aluminum city logo attached.

1/8" thick round plate alum city logo to have full
 color digital print applied. (42" diameter)

OUTDOOR ASSOCIATES
 Night Simulation

RMG
 Outdoor Inc.
 ADDRESS _____
 DATE _____
 DRAWING NUMBER _____



12243 GARVEY AVENUE EL MONTE, CA 91732 APNs 8565-004-004 & 009 SECTIONS FOR PROPOSED ELECTRONIC BILLBOARD V-SIGN 14'x48' LED BOARD AT BOTH FACES		
PLANS PREPARED BY:	DATE:	SHEET
ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.	05/18/2020	4 4
2 Park Plaza, Suite 1120 Irvine, CA 92614	SCALE: 1"=20' JOB NO. 18-046	

OUTDOOR ASSOCIATES

PROGRESS PLOT-NOT FOR CONSTRUCTION

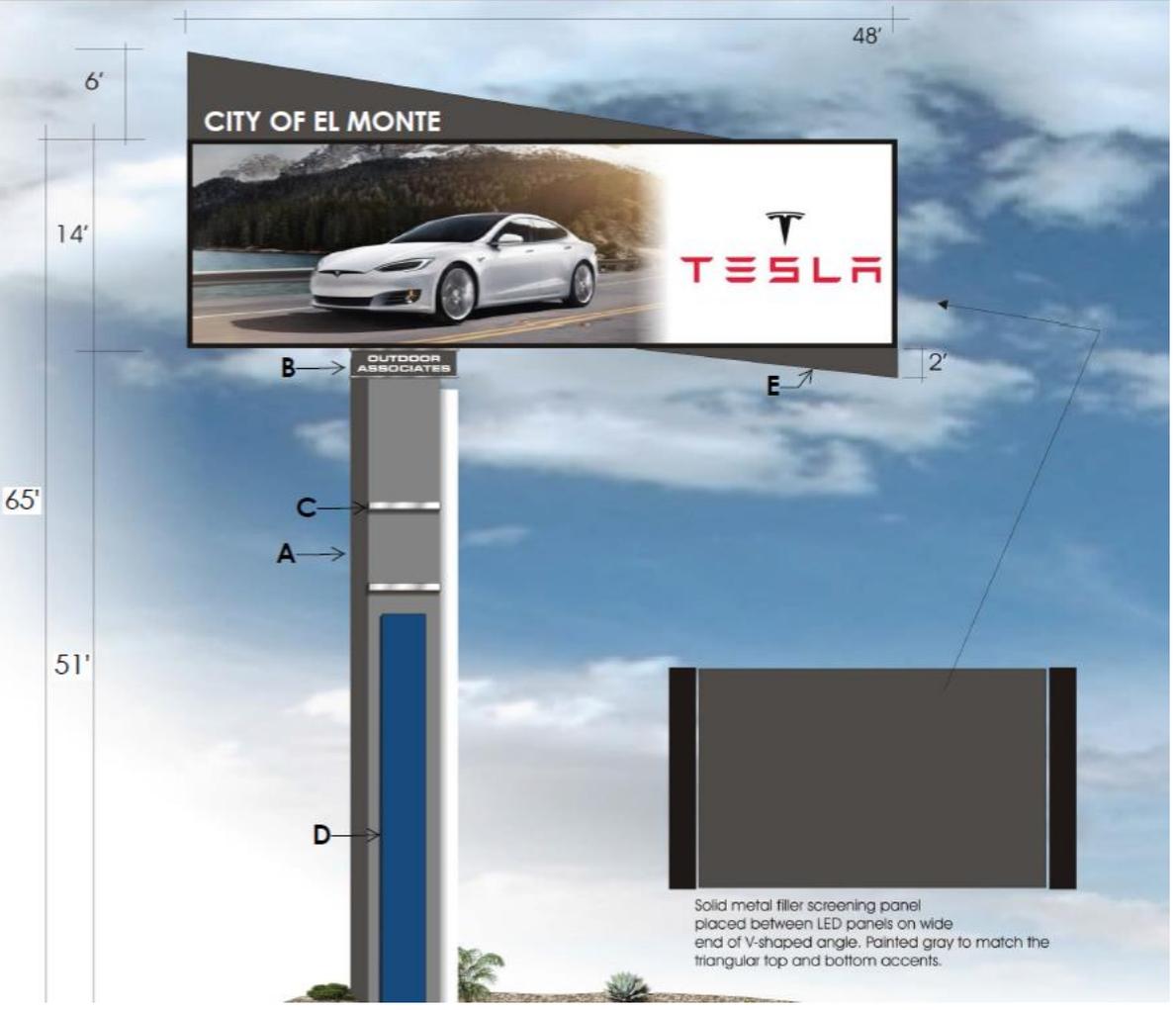
May 19, 2020 - 5:47PM - G:\18-046 EL MONTE BILLBOARD\CIVIL\DESIGN\PL-01-SITE-EMBR.DWG

- A** Pole cover to be 5' square.
Internal 1.5" x 1.5" x 3/16" aluminum angle frame with .100 aluminum outer surface.
Med gray finish to have textured finish.
- B** 24" x 85" top ID signs on front and back to be 5" deep.
Dark gray background with letters cut away and backed up with white acrylic.
Internal area backed with white LED modules.
Letters illuminate white at night.
1.5" square tube accents at top and bottom of sign to be aluminum with brushed finish.
Ends capped solid.

- C** 14" wide White aluminum accent fins up one side.
- D** 35" wide 27'-9" tall x 2" deep center vertical band to be blue.
- E** Solid metal accents at top (6' x 37') and bottom (2' x 17'-10") to be painted dark gray.
1/8" thick white aluminum city logo attached.



Night Simulation



EXISTING SITE PHOTOS



Location of proposed billboard, north end of property.



Property frontage on Garvey Avenue.



Parking area along east edge of site.



Auto body shop parking and service yard.

PHOTO SIMULATIONS



View of proposed billboard along eastbound Interstate 10.



View of proposed billboard along westbound Interstate 10.



View of proposed billboard along eastbound Garvey Avenue.

It was determined the billboard would not be visible from Durfee Avenue (northbound or southbound), nor from the residential area north of the freeway, as the intervening portion of the freeway is elevated. Therefore, no simulations were prepared from these viewpoints.

7/23/2020

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-step hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10

Nits/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

Size: 14 x 48 Digital Billboard

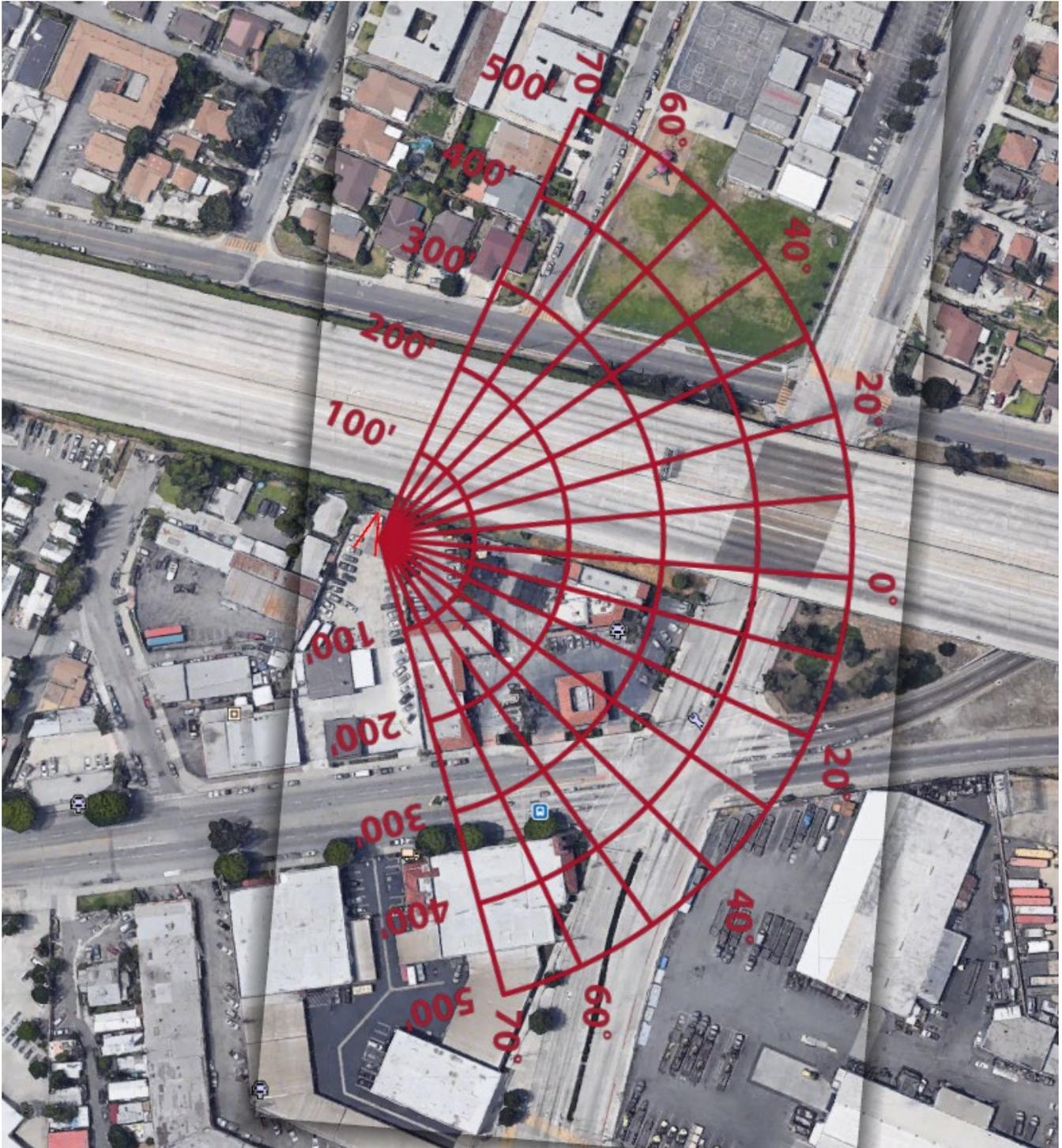
Location: *12243 Garvey Ave.*

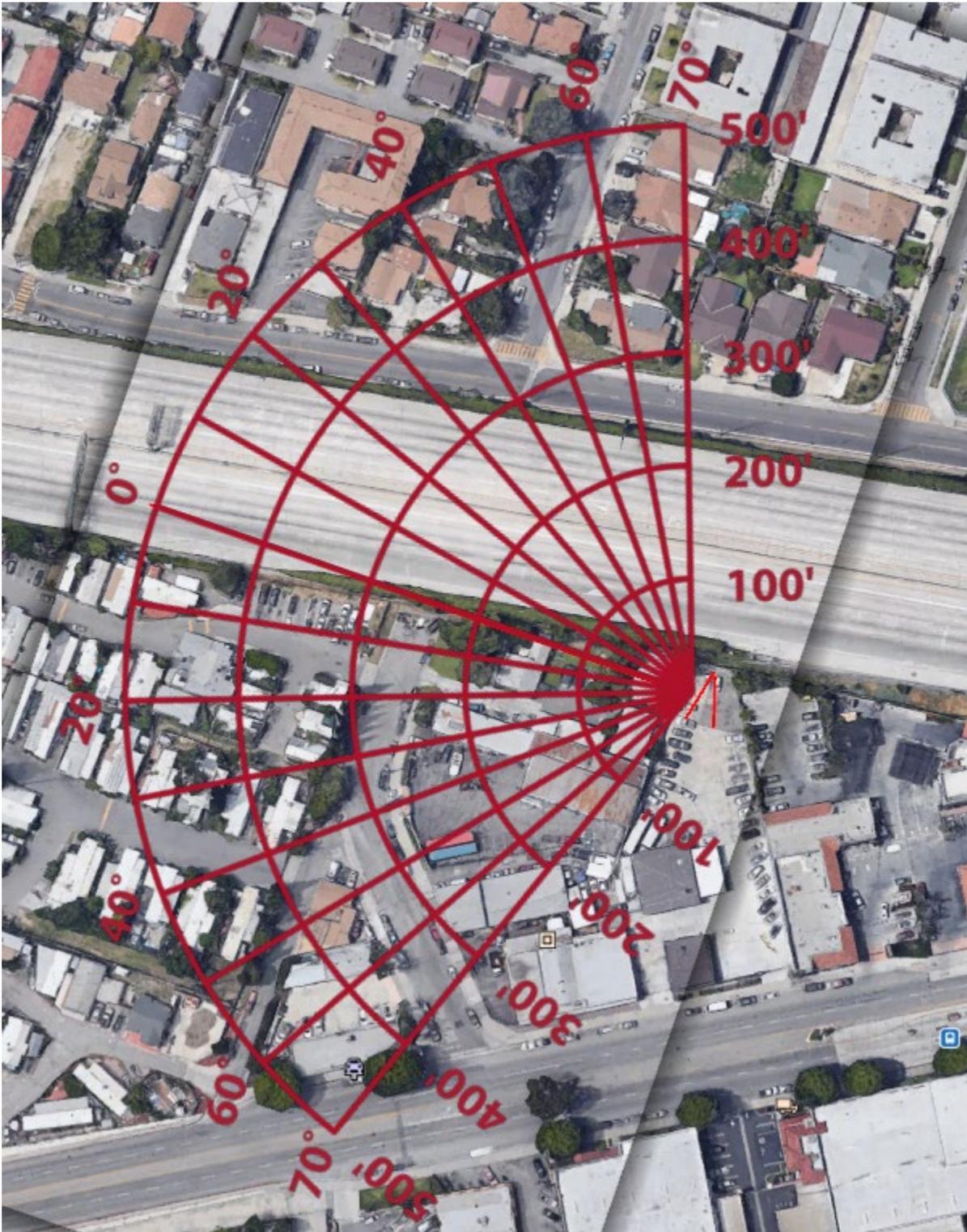
The table below represents a large LED sign, demonstrating the increase in illuminance from the sign during normal night operation. Smaller signs would have less effect than shown below. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

Foot-candles at night under normal operation

Viewing Distance	Horizontal Viewing Angle				
	<i>0 degrees</i>	<i>20 degrees</i>	<i>40 degrees</i>	<i>60 degrees</i>	<i>70 degrees</i>
<i>100'</i>	0.69	0.56	0.37	0.17	0.03
<i>200'</i>	0.17	0.14	0.09	0.04	0.00
<i>300'</i>	0.07	0.06	0.04	0.01	0.00
<i>400'</i>	0.04	0.03	0.02	0.01	0.00
<i>500'</i>	0.02	0.02	0.01	0.00	0.00

Example Broadcast of Light at Distances and Angles





Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital led billboards.

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**CITY OF EL MONTE PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

**Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626**

TO: All Interested Parties

FROM: City of El Monte Planning Division

PROJECT LOCATION: 12243 Garvey Avenue / 8565-004-004 and -009 (A full legal description of the property is on file in the office of the El Monte Planning Division).

APPLICATION: Development Agreement No. 02-20 and Design Review No. 05-20

REQUEST: The applicant is requesting the construction of an electronic reader board billboard on a 28,820 square foot property currently developed with an auto repair business. The billboard will be at the far north (rear) of the property, adjacent to the I-10 San Bernardino (eastbound) Freeway. Entitlements include a Design Review to review the aesthetics of the billboard and a Development Agreement between the City of El Monte and Outdoor Associates, LLC. The subject property is zoned General Commercial (C-3) and is located within Area No. 6 of the City's Freeway Overlay Zone. The Planning Commission will act as the recommending body, with the final determination made by the City Council.

The request is made pursuant to Chapters 17.22 (Design Review) and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC).

APPLICANT: Outdoor Associates LLC
2 S. View
Trabuco Canyon, CA 92679

PROPERTY OWNER: Hovsep Hakopyan
12243 Garvey Avenue
El Motne, CA 92679

ENVIRONMENTAL: DOCUMENTATION An Initial Study (IS) was completed as part of the Billboard Ordinance and Freeway Overlay Zone. The project established seven (7) Freeway Overlay Zones to allow the construction of electronic billboards. A Mitigated Negative Declaration (MND) was circulated from April 7, 2017 to May 8, 2017. The MND was adopted by the City Council on July 18, 2017. A total of four (4) mitigation measures were incorporated including one on aesthetics, two on cultural resources and one on hazardous and hazardous materials. If the project is approved, the mitigation measures will be incorporated as part of the resolution. No additional environmental impacts are foreseen as part of this application, therefore no further environmental analysis is required.

PLACE OF HEARING Pursuant to State Law, the Planning Commission will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The hearing is scheduled for:

Date: Tuesday, July 28, 2020
Time: 7:00 p.m.
Place: El Monte City Hall
City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

Members of the public wishing to observe the meeting may do so in one of the following ways:

- (1) Turn your TV to Channel 3;
- (2) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
- (2) E-mail – All interested parties can submit questions/comments in advance to: planning@elmonteca.gov.

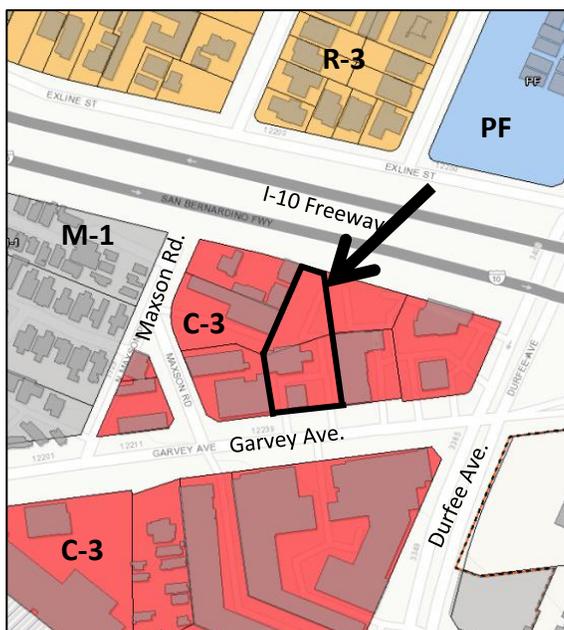
Persons wishing to comment on the environmental documentation or proposed application may do so in writing prior to the meeting date and must be received by 3:00 p.m., the day of the meeting. Public Comments of no more than 3-minutes shall be read into the record. Written comments shall be sent to Jason Mikaelian; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at jmikaelian@elmonteca.gov. If you challenge the decision of the City Planning Commission, in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Planning Commission at, or prior to, the public hearing. For further information regarding this application please contact Jason Mikaelian at (626) 258-8626. Monday through Thursday, except legal holidays, between the hours of 7:00 a.m. and 5:30 p.m.

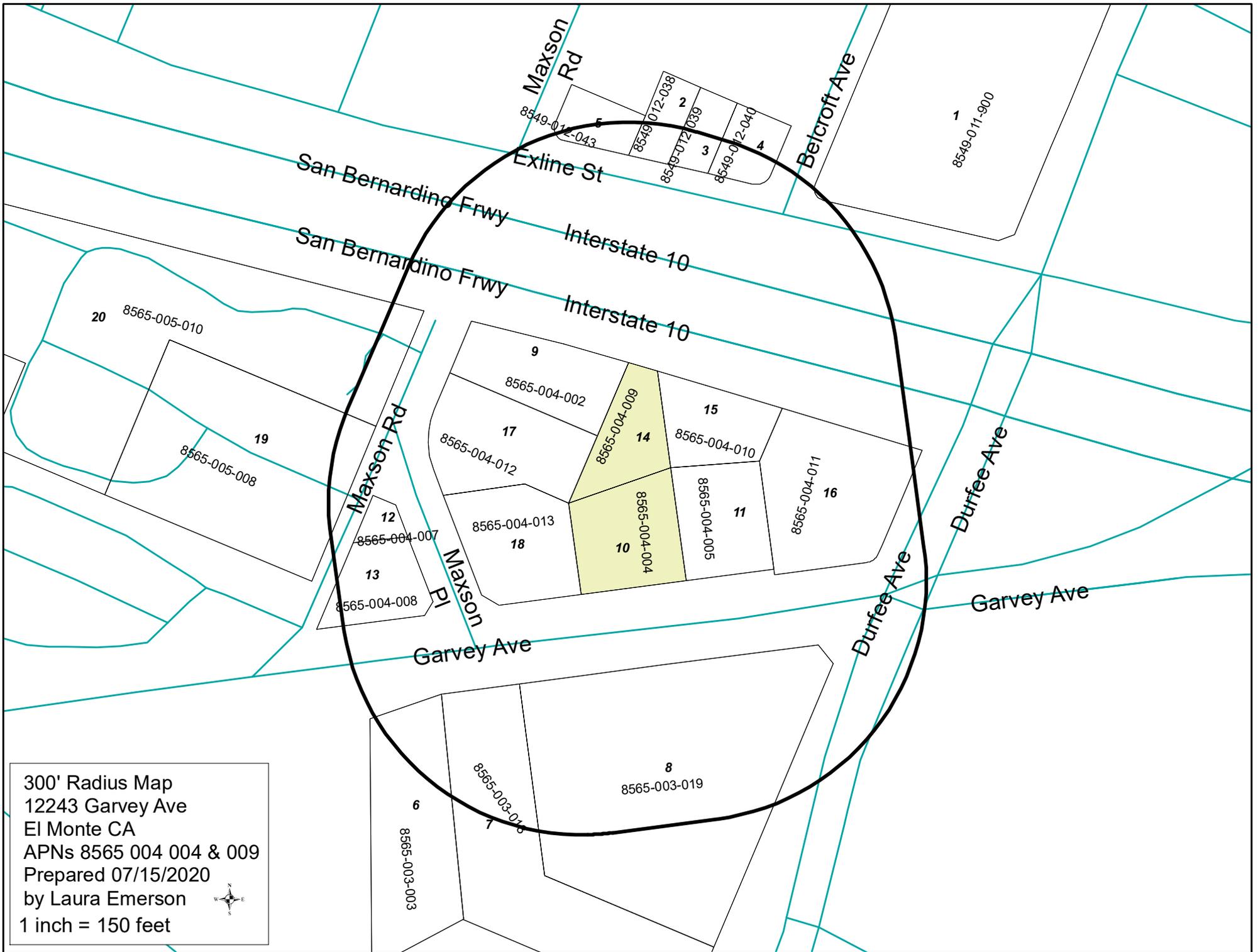
The staff report on this matter will be available on or about July 23, 2020 on the City of El Monte website, which may be accessed at <http://elmonteca.gov/AgendaCenter/Planning-Commission-2> or by emailing planning@elmonteca.gov.

Americans With Disabilities Act

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Office by calling (626) 580-2016. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Published and Thursday, June 16, 2020 City of El Monte Planning Commission
mailed on: Adrian Perez, Planning Commission Secretary





8549 011 900 (1)
Mountain View School Dist
3421 Durfee Ave
El Monte CA 91732

8549 012 038 (2)
Levitico & Rosa Bernardino
12217 Exline St
El Monte CA 91732

8549 012 039 (3)
Rodolfo & Lourdes Blasco
12223 Exline St
El Monte CA 91732

8549 012 040 (4)
Wankang & Wanan Fu
12229 Exline St
El Monte CA 91732

8549 012 043 (5)
Peter Tichachati
12213 Exline St
El Monte CA 91732

8565 003 003 (6)
Alcoinvest LLC
16060 Ventura Blvd #110
Encino CA 91436

8565 003 018 (7)
Art Weiss Inc
10616 Rush St
South El Monte CA 91733

8565 003 019 (8)
El Monte Storage Partners LP
4607 Mission Gorge Pl
San Diego CA 92120

8565 004 002 (9)
Long & Tawny Huot
2648 Clear Creek Ln
Diamond Bar CA 91765

8565 004 004 (10)
Hovsep & M E Hakopyan
1756 N Oxford Ave
Pasadena CA 91104

8565 004 005 (11)
Albert & Lia Sharaf
164 W Del Mar Blvd
Pasadena CA 91105

8565 004 007 (12)
George & Monica Adams
3315 Maxson Rd
El Monte CA 91732

8565 004 008 (13)
Shih Huang
220 E Sycamore Ave
Arcadia CA 91006

8565 004 009 (14)
Hovsep & M E Hakopyan
1756 N Oxford Ave
Pasadena CA 91104

8565 004 010 (15)
Albert & Lia Sharaf
164 W Del Mar Blvd
Pasadena CA 91105

8565 004 011 (16)
Albert & Lia Sharaf
164 W Del Mar Blvd
Pasadena CA 91105

8565 004 012 (17)
Rita Hernandez
13732 Hoig St
La Puente CA 91746

8565 004 013 (18)
Rita Hernandez
13732 Hoig St
La Puente CA 91746

8565 005 008 (19)
Jdh Maxson LLC
22231 Mulholland Hwy #101
Calabasas CA 91302

8565 005 010 (20)
Jdh Maxson LLC
22231 Mulholland Hwy #101
Calabasas CA 91302



CITY OF EL MONTE
Economic Development Department
Planning Division

PUBLIC NOTICE PROPERTY OWNERS MAILING LIST AFFIDAVIT

FOR: 12243 Garvey Ave, El Monte (APNs 8565-004-004 & 009)
Project Address

The undersigned has duly prepared the attached "Property Owners Mailing List". This list includes all of the names and respective addresses, of people being owners of property within 300 feet of the outer boundaries of the subject property. This information is to be obtained from the latest available Los Angeles Tax Assessment Roll.

This list was prepared on 07/15/2020, from the Tax Roll
(Date)

maintained at 4000 Barranca Pkwy #250, Irvine CA 92604
(Name and location of office)

THE ACCURACY OF THIS LIST IS THE RESPONSIBILITY OF THE APPLICANT

I do understand that if the attached property owners' list is incorrect any project approval could be rendered invalid. I declare under penalty of perjury that the foregoing is true and correct*

Laura Emerson
(Print Name)


(Signature)

Irvine CA
(City, State)

07/15/2020
(Date)

*This verification form being signed under penalty of perjury does not require notarization.

SIGN POSTING

