



**CITY OF EL MONTE
PLANNING
COMMISSION**

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AGENDA

CITY OF EL MONTE PLANNING COMMISSION

TUESDAY, AUGUST 25, 2020

7:00 P.M.

CITY HALL EAST – COUNCIL CHAMBERS
11333 VALLEY BOULEVARD

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 954 6785 3370 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 954 6785 3370 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, August 25, 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**

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**

None

8. Approval of Planning Commission Minutes

None

PUBLIC HEARING**9. General Plan Amendment No. 03-19, Zone Change No. 01-19, Vesting Tentative Tract Map No. 82797, Conditional Use Permit No. 20-19, Variance No. 03-19, and Modification Nos. 28-19, 29-19, 30-19, and 36-19**

Address: 3630, 3640, and 3700 Cypress Avenue and 11312 Orchard Street / APN: 8568-026-002, -034, -035, and -053

Request: The applicant proposes to demolish 159,100 square feet of existing industrial development and construct 103 townhomes with attached two-car garages on a 5.24 acre property. The two-story townhomes are proposed along Orchard Street and the remainder of the townhomes would be three-stories in height. The Project proposes approximately 72,700 SF of open space, including private open space. A total of 269 off-street parking spaces are provided (206 spaces within two-car garages and 63 open stalls).

Requested Entitlements:

- General Plan Amendment to change the subject site's land use designation from Industrial/Business Park and Medium-Density Residential to High-Density Residential;
- Zone Change to change the subject site's zoning designation from M-2 and R-3 to R-4;
- Vesting Tentative Tract Map to consolidate all parcels and subdivide for 103 residential units;
- Conditional Use Permit for the construction of three or more dwelling units;
- Variance to deviate from minimum private common and private open space requirements; and
- Modifications to deviate from off-street parking requirements, front yard setbacks, wall heights, and floor area ratio.

Case Planner: Nancy Lee, Senior Planner

Recommendation: Continue item to the September 8, 2020 Planning Commission Meeting

Resolution: 3581

10. Development Agreement No. 01-20, Design Review No. 04-20 and Modification No. 17-20

Address: 3101-3109 Rosemead Boulevard / APN: 8595-017-018 & 019

Request: The applicant is requesting the construction of an electronic reader board billboard on a vacant triangular shaped property bounded by Rosemead Boulevard to the northeast, the Rio Hondo River Channel to the south and the Rubio Wash to the northwest. The billboard will be visible from Rosemead Boulevard, which is part of the State of California's Highway System (State Route 164, also known as State Route 19). Entitlements include a Design Review to review the aesthetics of the billboard, a Modification to install an eight (8) foot high fence at the street property line and a Development Agreement between the City of El Monte and REX Media, LLC. The subject property is zoned Office Professional (OP) and is located within Area No. 9 of the City's Freeway Overlay Zone. This request is made pursuant to Chapters 17.20 (Modifications), 17.22 (Design Reviews) and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC).

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

CEQA Recommendation: An Mitigated Negative Declaration (MND) was adopted by the City Council on December 17, 2019. All potential environmental impacts were reviewed as part of the 2019 MND, therefore, no additional analysis is required.

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

Recommendation: Adopt resolution of approval for the Design Review and Modification and recommend the City Council approve the Development Agreement.

Resolution: 3580

REGULAR AGENDA

11. Time Extension for Conditional Use Permit (CUP) No. 20-16 & Design Review (DR) No.16-16

Address: 12243 Garvey Avenue / APN: 8581-019-004

Request: On September 25, 2018, the City of El Monte Planning Commission adopted Resolution No. 3518 approving Conditional Use Permit No. 20-16 & Design Review No. 06-16, to allow the construction and operation of a one-story, 2,400 square foot auto body/repair building at the rear of the property. The applicant is now requesting a one (1) year time extension to extend the expiration date to October 5, 2020. 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: Jason Mikaelian, AICP, Community & Economic Development Deputy Director

Recommendation: Approve a one (1) year time extension with a new expiration date of October 5, 2020.

12. Initiate Revocation Proceedings For Conditional Use Permit No. 24-05

Address: 10520 Lower Azusa Road/ APN: 8565-004-004

Request: Staff requests that the Planning Commission initiate revocation proceedings for Conditional Use Permit (CUP) No. 24-05 pursuant to El Monte Municipal Code (EMMC) Section 17.24.100 - Revocation. On October 11, 2005 the Planning Commission approved a Conditional Use Permit to allow the

establishment of a live entertainment facility with karaoke. Initiating revocation proceedings does not require an immediate decision by the Planning Commission on the CUP's status. Rather, the initiation gives Staff direction to prepare supporting information for the Planning Commission to consider at the next regularly scheduled meeting (September 8, 2020)

Case Planner: Cristina Graciano, Associate Planner

Recommendation: Staff recommends that the Planning Commission initiate revocation proceedings for CUP No. 24-05 and return on September 8, 2020 with supporting documentation.

13. Director's Report

- Update on economic benefits from the Black Creek Group development at 3900 Arden Drive (Design Review No. 08-19 and Modification No. 04-20) approved by Planning Commission on June 30, 2020.

14. City Attorney's Report

15. Commissioner Comments

NEXT SCHEDULED CITY PLANNING COMMISSION MEETING**Tuesday, September 8, 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.

TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

BY: JASON C. MIKAELIAN, AICP
COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

SUBJECT: DESIGN REVIEW NO. 04-20, MODIFICATION NO. 17-20
AND DEVELOPMENT AGREEMENT NO. 01-20

LOCATION: 3101-3109 ROSEMEAD BOULEVARD

APPLICANT: REX MEDIA, LLC
5403 AYON AVENUE
IRWINDALE, CA 91706

PROPERTY OWNER: WASEEM AHMAD
640 DEODAR LANE
BRADBURY, CA 91008

ENVIRONMENTAL DETERMINATION: AN INITIAL STUDY (IS) AND MITIGATED NEGATIVE DECLARATION (MND) WAS ADOPTED BY THE CITY COUNCIL ON DECEMBER 17, 2019. ALL POTENTIAL ENVIRONMENTAL IMPACTS WERE REVIEWED AS PART OF THE 2019 MND. NO FURTHER REVIEW REQUIRED

RECOMMENDATION: ADOPT A RESOLUTION APPROVING THE DESIGN REVIEW AND MODIFICATION 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 41,330 square foot vacant site at 3101-3109 Rosemead Boulevard. The billboard will be at the far north end of the site, adjacent to Rosemead Boulevard (which is part of the State's Highway System). Entitlements include a Design Review application to review the aesthetics of the billboard, a Modification for perimeter fencing and a Development Agreement between the City of El Monte and REX Media, LLC. The subject site is zoned Office Professional (OP) and is located within Area No. 9 of the City's Freeway Overlay Zone. The Planning Commission is the decision body for the Design Review and Modification applications and the recommending body for the Development Agreement, with the City Council as the final decision body.

SUBJECT SITE

Location:	3101-3109 Rosemead Boulevard (APNs 8595-017-011 & 018)
General Plan:	Office Professional
Zone:	Office Professional (OP)
Street Frontage:	526.89 feet along Rosemead Boulevard
Site Size:	41,330 square feet
Existing Improvements:	Vacant site

SURROUNDING PROPERTIES

	General Plan:	Zoning:	Land Use:
East:	Office Professional	OP (Office Professional)	Rosemead Boulevard & Office Complex
West:	Office Professional	OP (Office Professional)	Rubio Wash & Office Development
South:	City of South El Monte		Vacant parcel & Rio Hondo River
North:	City of Rosemead		Vacant parcel & Rubio Wash

ZONING AND AERIAL PHOTO

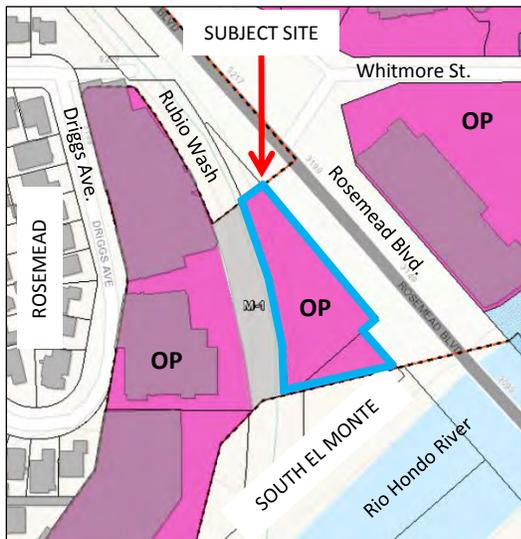


Exhibit 1: Site Plan

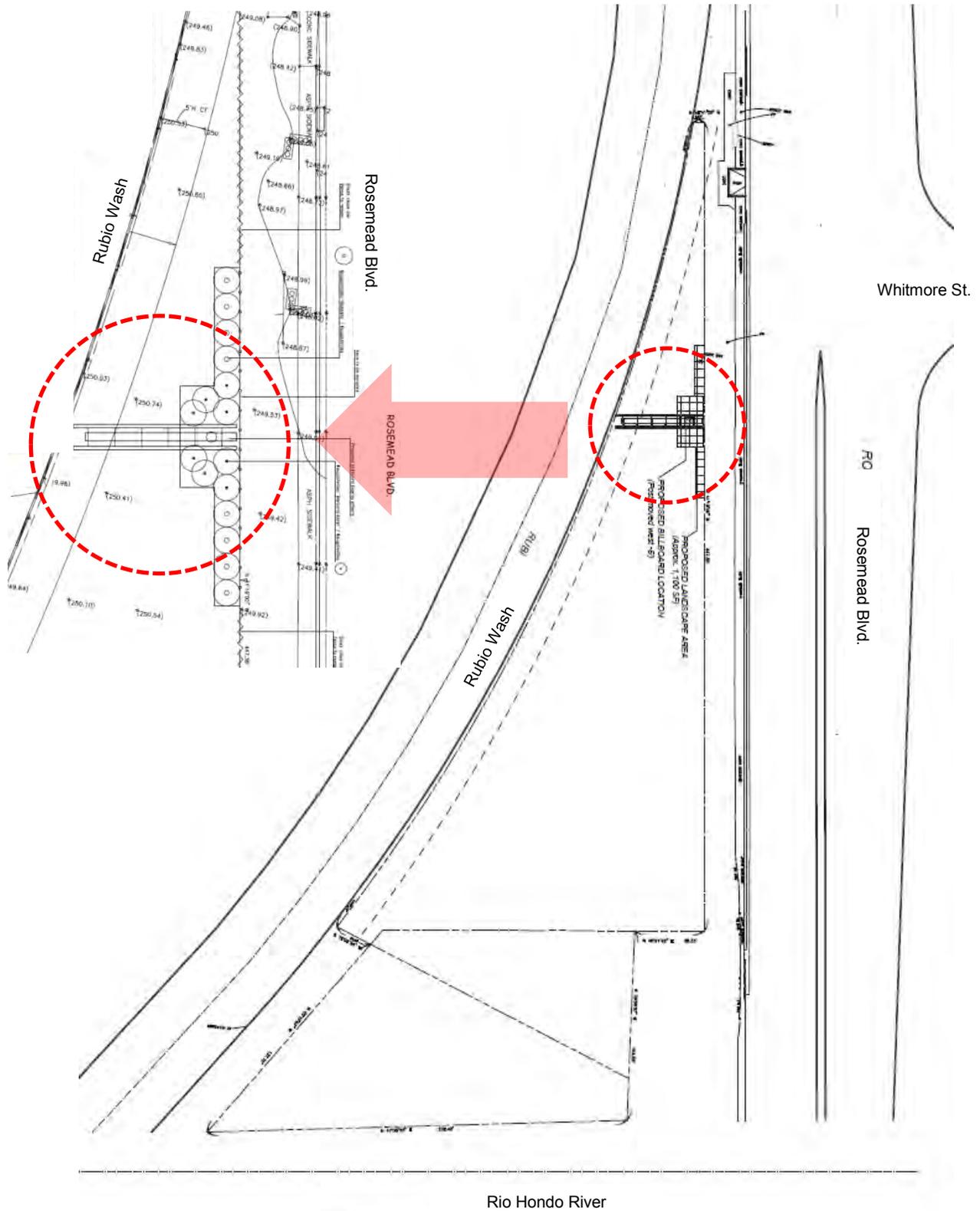


Exhibit 2: Elevation



BACKGROUND

The applicant is requesting to construct a digital billboard on a 41,330 square foot vacant site at 3101-3109 Rosemead Boulevard. The billboard will be at the far north end of the site, adjacent to Rosemead Boulevard (which is part of the State's Highway System). Entitlements include a Design Review application to review the aesthetics of the billboard, a Modification for perimeter fencing and a Development Agreement between the City of El Monte and REX Media, LLC. The subject site is zoned Office Professional (OP) and is located within Area No. 9 of the City's Freeway Overlay Zone. The Planning Commission is the decision body for the Design Review and Modification applications and the recommending body for the Development Agreement, with the City Council as the final decision body. This request is made pursuant to Chapters 17.20 (Modifications), 17.22 (Design Review) and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC).

The proposed digital billboard will have an overall height of 41 feet. This includes a sign post height of 24 feet and a sign face (including trim) height of 16 feet. The sign area 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 approximately five (5) feet from the Rosemead Boulevard property line.

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. 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, including one area on the west side of Rosemead Boulevard. While Rosemead Boulevard is not a freeway, it is part of the State of California's Highway System (as State Route 164, also known as State Route 19).

The proposed digital billboard is located within Area No. 9 of the Overlay Zone, which is one of the new areas approved the City Council in December 2019. Area No. 9 is zoned Office Professional (OP). There is one static billboard to the south of the proposed billboard. However, that billboard is located in the City of South El Monte and was placed illegally without Caltrans approval.

Physical Requirements

Below are 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);
- Billboards shall not exceed a height of 75 feet, unless approved for good cause and at the sole discretion of the City;

Exhibit 3: Map of Billboard Overlay Areas



- 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 must be at least 250 feet from any residential zone on the same side of the freeway/highway, 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; and
- 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.

Operational Requirements

Below are 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;
- 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/highway, 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. 04-20

The billboard will follow a modern design with clean horizontal and vertical lines. The bottom of the post will be five (5) foot square shape and then widen until it meets the sign face. It will be made of 0.125 inch thick aluminum with a textured finish and painted a flat white (so it is not reflective). One-half inch wide reveals across the sign post will be painted light gray. A four (4) foot wide City of El Monte seal will be placed on the sign post. A small logo for Rex Media will be placed on the frame of the sign area. Looking at the plan view of the sign (i.e. an aerial view), it shows the north/south sides of the sign will have a width of 16 feet (14 feet for the sign and two (2) feet for the decorative trim) and the east/west sides will have a width of 7'-3 $\frac{1}{4}$ ". Staff has conditioned that the east/west sides of the sign include a "solid cap" to ensure that any brackets and beams are fully concealed.

MODIFICATION NO. 17-20

The subject site is currently vacant and is enclosed with an eight (8) foot high chain link fence. The applicant has informed staff he plans to develop the site with a use. However, nothing has been formally proposed for staff to review. Therefore, it is assumed the site will remain vacant, with exception to the proposed digital billboard. An eight (8) foot high chain-link fence at the property line currently encloses the vacant site. The applicant proposes to replace a portion of the chain-link fence with an eight (8) foot high black Omega fence. This type of fence is more durable and attractive compared to the chain-link fence. The proposed fence will extend 50 feet south and 50 feet north of the sign post (with a portion to the north in the City of Rosemead). The applicant also proposes to install landscaping behind the fence for the entire length of the new fence. A Modification is needed because the EMMC requires fences in non-residential zones be set back five (5) feet from the street property line; the applicant proposes to install the fence at the street property line. Staff supports the request because of the following:

- Fences are typically placed at the property line for vacant properties.
- The billboard's post will be completely within the fenced area. This will provide better security against people who may want to vandalize the sign.
- The fence will match the setback and height of the existing chain-link fence.
- There are 11 easements recorded on the property, including ones for flood control, storm water, sanitary sewer, utilities and access. The location of the easements limits where structures like fences can be located.

Staff finds the proposed fence and landscaping will improve the area and help draw more attention to the billboard. However, staff recommends replacing more of the chain-link fence. Specifically, extending the black Omega fence further north along Rosemead Boulevard, and then west with a vehicular gate (i.e. replacing all of the existing chain-link fence north of the billboard). Staff also recommends the landscaping continue north

along Rosemead Boulevard. This will significantly improve the aesthetics of the area for people traveling southbound on Rosemead Boulevard.

DEVELOPMENT AGREEMENT NO. 01-20

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. Through the negotiating process, the benefits should be considered fair and evenly distributed between the parties involved.

Main Terms:

- The Development Agreement for the billboard shall be in effect for 30 years. After that period, the City and applicant may agree to two (2) extensions of five (5) years each. After the extensions, the City and Applicant may negotiate a new agreement, or request the sign to be removed.
- The applicant shall be responsible for all maintenance costs of the billboard.

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).
- Minimum Annual Revenues. The applicant will submit a “Public Benefit Contribution” on a quarterly basis for a period of 30 years. Every five (5) years, the minimum amount guaranteed will increase by \$5,000 annually:

	Initial Term	Minimum Annual Guarantee	Total Minimum per 5-year period
Term 1	Years 1 through 5	\$50,000	\$250,000
Term 2	Years 6 through 10	\$55,000	\$275,000
Term 3	Years 11 through 15	\$60,000	\$300,000
Term 4	Years 16 through 20	\$65,000	\$325,000
Term 5	Years 21 through 25	\$70,000	\$350,000
Term 6	Years 26 through 30	\$75,000	\$375,000
		SUB-TOTAL:	\$1,875,000
Extension 1	Years 31 through 35	\$80,000	\$400,000
Extension 2	Years 36 to 40	\$85,000	\$425,000
		TOTAL:	\$2,700,000

- **Alternative Percentage Revenues.** This amount is equal to a percentage of the Annual Net Advertising Revenue determined according to the following schedule:
 - Years 1 through 5: 12.50%
 - Years 6 through 10: 13.75%
 - Years 11 through 15: 15%
 - Years 16 through 20: 15%
 - Years 21 through 25: 15%
 - Years 26 through 30: 15%
 - Extensions (each year): 20%
- **Minimum Annual Revenues vs. Alternative Revenues.** The applicant will be required to pay the higher of the two at the end of each one (1) year period. For example, for the first five (5) years, the minimum guaranteed rent is \$50,000 per year. This is equal to \$400,000 in net revenues (i.e. \$400,000 x 12.5% = \$50,000). Therefore, if the net revenue for the first year is \$500,000, then the amount due to the City would be \$62,500.
- **During the entire life of the billboard,** the applicant shall provide 2.5% of the time available between the hours of 8 AM and 5 PM another 2.5% of the time available between the hours of 5 PM and 8 AM for public service announcements by the City on either side of the new billboard (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.

Restrictions on Use:

- The applicant shall not use the billboard to advertise or communicate the following:
 - 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.

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 General 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.	41 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.	24 feet.
Distance to residential zones (on same side of freeway)	Minimum 250 feet on same side of freeway or State Highway.	Nearest one is approximately 300 feet to the west (in the City of Rosemead)
Separation from other billboards (on same side of freeway)	500 feet from a static billboard and 1,000 feet from a digital billboard.	South – 1 illegal static billboard 400 feet to the south (in South El Monte). No other billboards within a ½-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 State highway is 300 feet away in the City of Rosemead. The Zoning Code requires a lighting study to be completed if the residential zone is within 250 feet of the proposed billboard. Regardless, the applicant provided information on lighting to determine if there would be any impacts.

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 (0.68 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:

- West side of sign face: 75 degrees at 300 feet away 0.00 foot-candles
- West side of sign face: 60 degrees at 300 feet away 0.01 foot-candles
- North side of sign face: 40 degrees at 300 feet away 0.04 foot-candles
- West side of sign face: 60 degrees at 400 feet away 0.01 foot-candles
- North side of sign face: 40 degrees at 400 feet away 0.02 foot-candles

It is also important to note that the office and warehouse structures to the west will further block any lighting impacts to the nearby residential zone.

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 Amendment to the City's Billboard Ordinance and Freeway Overlay Zone. A Mitigated Negative Declaration (MND) was circulated from October 10, 2019 to November 8, 2019. The MND was adopted by the City Council on December 17, 2019. 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 (Geology & Soils). Prior to commencement of any grading activity on site, the Applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Community and Economic Development 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 feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six feet or more.
- Mitigation Measure No. 2 (Hazards & Hazardous Materials). 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.
- Mitigation Measure No. 3 (Tribal Cultural Resources). The project 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 installation sites. 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 three (3) 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

A public notice for the Planning Commission meeting was mailed to property owners within 300 feet of the project site – in the cities of El Monte, South El Monte and Rosemead. In addition, staff emailed the notice to the Planning Division offices at the cities of South El Monte and Rosemead. Finally, the notice was published in the newspaper and posted at the project site.

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, 7 and 8 of the Resolution contain the recommended findings and Section 9 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 an Amendment to the City's Billboard Ordinance and Freeway Overlay Zone. The MND identified three (3) mitigation measures, which are incorporated in Section 9 of Resolution No. 3580. No further environmental analysis is required; and
2. Adopt Resolution No. 3580 approving Design Review No. 04-20 and Modification No. 17-20 and recommending the City Council approve Development Agreement No. 01-20, subject to the Conditions of Approval contained in Section 9.

ATTACHMENTS

- A. Resolution No. 3580 with Conditions of Approval
- B. Development Agreement
- C. Project Plans and Lighting Analysis
- D. Noticing Materials (Public Notice, Radius Map, & Photo of Notice Posting)

RESOLUTION NO. 3580

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING DESIGN REVIEW NO. 04-20 AND MODIFICATION NO. 17-20 AND RECOMMENDING THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. 01-20, TO INSTALL A DIGITAL BILLBOARD ON PROPERTY AT 3101-3109 ROSEMEAD BOULEVARD, 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, REX Media, LLC (the “Project Applicant”) 5403 Ayon Avenue, Irwindale, CA 91706, filed an application for Design Review No. 04-20, Modification No. 17-20 and Development Agreement No. 01-20, to construct a digital billboard at 3101-3109 Rosemead Boulevard (the “Subject Site”), El Monte, California (the “City”). The Design Review and Modification applications are reviewed by the City of El Monte Planning Commission (the “Planning Commission”). The Development Agreement requires review 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. 04-20, Modification No. 17-20 and Development Agreement No. 01-20 (collectively the “Project Approvals”) is made pursuant to the requirements of Chapters 17.20 (Modifications), 17.22 (Design Review) and 17.84 (Development Agreements) of the El Monte Municipal Code (“EMMC”). The Subject Site is also referred to as Los Angeles County Assessor Parcel Numbers:

8595-017-011 and 8595-017-018.

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 August 25, 2020, at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 – GENERAL PLAN. The Subject Site is located on the west side of Rosemead Boulevard just south of the I-10 San Bernardino Freeway. The Subject Site’s General Plan land use designation is “Office Professional”. 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 Approvals is consistent with the goals of the EMMC and the El Monte General Plan.

SECTION 4 - ZONING. The Property is zoned Office Professional (OP). Surrounding properties are zoned and developed as follows:

- North: City of Rosemead; Vacant parcel and Rubio Wash
- South: City of South El Monte; Vacant parcel and Rio Hondo River
- East: Office Professional (OP); Rosemead Boulevard and office complex
- West: Office Professional (OP); Rubio Wash and office/warehouse complex

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 October 10, 2019 to November 8, 2019 to establish

expand the Freeway Overlay Zone. On December 17, 2019, the City Council adopted Ordinance No. 2961 approving the expansion of the Freeway Overlay Zone. A total of three (3) mitigation measures were incorporated in the MND to reduce the impacts of any future billboards in the expanded areas to a “Less Than Significant” level. These mitigation measures have been incorporated in Section 9, Conditions of Approval, of this Resolution. Therefore, no further environmental analysis is required.

SECTION 6 – DESIGN REVIEW. All necessary findings for the granting of Design Review No. 04-20 pursuant to Section 17.22.060 of the EMMC 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 Project Applicant proposes to construct a new 41 foot high digital billboard on the west side of Rosemead Boulevard, which is part of the State of California’s Highway System (as State Route 164, also known as State Route 19). 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.

The proposed digital billboard sign will confer aesthetic benefits for the City and its residents as the new sign will: 1) have modern electronic technology that incorporates controls on brightness levels and bulb direction that minimize ambient light, reduce sky glow, and result in de minimis light intrusion beyond 250 feet; and 2) provide a modern structure that will eliminate a source of potential blight within the City and improve the aesthetic environment along portions of the highways that route through the City.

Conditions of approval have been incorporated into the Project Approvals to ensure that the Project Approvals 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 Applicant 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

Project Approvals 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 0.125 aluminum with a white textured finish (so it is not reflective). The base will increase in width as it gets closer to the sign area. The post will then support a rectangular shaped structure for the sign faces. Each side will have a 672 square foot sign face. The overall height of the billboard will be 41 feet. This is lower than what is typically proposed along a freeway, and in greater proportion to the smaller width of Rosemead Boulevard compared to the I-10 San Bernardino Freeway.

- 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 end of the vacant property. The post will be set back five (5) feet from the Rosemead Boulevard right-of-way. The clearance below the sign will be 24 feet, which will allow the currently vacant property to be developed with a future use with landscaping, parking and driveway access below the sign. The base of the sign will be highly visible from both directions of Rosemead Boulevard. However, the Project Applicant proposes to replace a portion of the existing chain-link fence with a more attractive black Omega fence and landscaping behind the fence. The sign will not be highly visible from the residential neighborhood to the west and northwest. The closest residences in the City of Rosemead are set back approximately 300 feet, with a large warehouse structure located between the proposed billboard and residences.

- 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 Project Approvals is compatible with the character of the surrounding neighborhood as the design will be compatible with the contemporary modern design of other freeway and highway-oriented signs in the City of El Monte. The Project Approvals will provide high quality materials. The proposed digital billboard sign will confer aesthetic benefits on the City and its residents as the new sign will: 1) have modern electronic technology that incorporates controls on brightness levels and bulb direction

that minimize ambient light, reduce sky glow, and result in de minimis light intrusion beyond 250 feet; and 2) provide a modern structure that will eliminate a source of potential blight within the City and improve the aesthetic environment along the short portion of Rosemead Boulevard that routes through the City. The visual impression of the City as experienced by thousands of motorists, including City residents, will improve. Therefore, the proposed billboard 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:

A portion of the perimeter chain-link fence will be replaced with a black Omega fence. Specifically, the new fence will extend 50 feet south and 50 feet north of the sign post (with a portion to the north in the City of Rosemead). New landscaping is proposed behind the entire length of the new fence. Staff has also conditioned that the new fence and landscaping continue further north along Rosemead Boulevard. This will significantly improve the aesthetics of the area, and in particular, for people traveling southbound on Rosemead Boulevard.

SECTION 7 – MODIFICATION. All necessary findings for the granting of

Modification No. 17-20 pursuant to Section 17.20.020 of the EMMC can be made in a positive manner and are 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:

The applicant is proposing to construct an eight (8) foot high black Omega fence at the property line. The EMMC requires such a fence to be set back a minimum five (5) feet from the property line. The Subject Site has several unique characteristics that are not found on other properties. The Subject Site is triangular shaped and wedged between Rosemead Boulevard and the Rubio Wash. There are also 11 easements recorded on the Subject Site, including ones for flood control, storm water, sanitary sewer, utilities and access. The location of the easements limits where structures like fencing can be located.

- B. The granting of such Variance/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 the Modification will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity in which the Subject Site is located. The site is currently vacant and is enclosed by an eight (8) foot high chain-link fence. The new eight (8) foot high black Omega fence will replace a portion of the existing chain-link sign. The fence and landscaping will greatly enhance the visual appearance of the Subject Site. In addition, fences are typically placed at the property line for vacant properties. This will provide better security against people who may want to dump items on the site or vandalize the billboard.

- 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:

The strict interpretation of the EMMC deprives the property of privileges enjoyed by nearby properties under the identical zone classifications. Granting the Modification will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity in which the Subject Site is located. The site is currently vacant and is enclosed by an eight (8) foot high chain-link fence. The new eight (8) foot high black Omega fence will replace a portion of the existing chain-link fence. The fence and landscaping will greatly enhance the visual appearance of the Subject Site. In addition, fences are typically placed at the property line for vacant properties. This will provide better security against people who may want to dump items on the site or vandalize the billboard.

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

Finding of Fact:

The Subject Site is located on the west side of Rosemead Boulevard just south of the I-10 San Bernardino Freeway. The Subject Site’s General Plan land use designation is “Office Professional”. The Subject Site’s zoning is also Office Professional (OP). The General Plan does not specifically identify digital billboards as a potential revenue source. However, the Economic Development Element of the General Plan does discuss the needs for new revenue sources to implement City policies and support programs. In addition, the Community Design Element discusses the need to “beautify corridors by regulating the appearance and placement of commercial signs, billboards and utilities.” The placement of the fence and landscaping will significantly improve the aesthetics of the area, and in particular, for people traveling southbound on Rosemead Boulevard.

SECTION 8 – DEVELOPMENT AGREEMENT. Pursuant to EMMC

Section 17.84.140, the Planning Commission hereby recommends City Council approval of Development Agreement No. 01-20, 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 Approvals and proposed Development Agreement are consistent with the Property's land use designation of "Office Professional". This designation is primarily located south of the I-10 San Bernardino Freeway and west of Baldwin Avenue. This area is developed with corporate offices, government complexes and light industrial uses. 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." The billboard will generate a minimum of \$2,700,000 over a 40 year period (or an average of \$67,500 annually) not including Alternative Percentage Revenues.

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

Finding of Fact:

The Project Approvals and proposed Development Agreement contain all requisite provisions set forth therein. In addition, the Project Approvals 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 Approvals 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 9 – APPROVALS AND CONDITIONS.

The Planning

Commission does hereby approve Design Review No. 04-20 and Modification No. 17-20 and recommend the City Council approve Development Agreement No. 01-20, subject to the following Conditions of Approval:

GENERAL

1. The Project Approvals shall substantially conform to Design Review No. 04-20 and Modification No. 17-20 and the associated plans presented to the Planning Commission on August 25, 2020.
2. The Design Review and Modification approvals 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. 04-20 and Modification No. 17-20 shall have been approved by the Planning Commission.
3. The Project Approvals shall comply with all standards of the EMMC Chapter 17.88 Freeway Overlay Zone (Billboards).
4. Development Agreement No. 01-20 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. 01-20 shall be complied with at all times.
6. The Project 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 the Planning Commission and City Council approval of the Project Approvals, until the time when the City has accepted the maintenance agreement 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 and maintenance of security fencing to limit unauthorized entry if the property is otherwise vacant in whole or in part;
 - d. 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
 - e. 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 Project Approvals by the City, the Project 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 Project Approvals 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 Project 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.

FENCING AND LANDSCAPING

13. The project Applicant shall replace the existing eight (8) foot high chain-link fence with an eight (8) foot high black Omega fence from a point parallel to the sign post and extending it a minimum 50 feet to the south.
14. The Project Applicant shall replace all the existing eight (8) foot high chain-link fence north of the sign post with an eight (8) foot high black Omega fence, to the satisfaction of the Community and Economic Development Director. This shall also include replacing the existing vehicular gate. The portion of the fence that will be within the City of Rosemead are subject to all necessary approvals and inspections by the City of Rosemead.
15. The Project Applicant shall install landscape with permanent irrigation as shown on the submitted conceptual landscape plans. The landscaping shall also extend north behind the black Omega fence. The portion of the landscaping that will be within the City of Rosemead are subject to all necessary approvals and inspections by the City of Rosemead.

CONSTRUCTION

16. A truck/traffic construction management plan is required for the Project Approvals 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.
17. 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.
18. Prior to the commencement of construction on the site, the Project 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.
19. During the construction process, all related activities, including but not limited to, loading, unloading, storage of equipment and materials, and parking of employee vehicles are prohibited within the public R.O.W. All such activities shall be conducted only on the Project Site and not in the public R.O.W.
20. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.
21. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location.

22. All trash and refuse (i.e. solid waste) shall be disposed of in dumpsters or other like containers; and all such waste shall be removed from the premises on a routine basis, as provided under EMMC Chapter 8.20, by a solid waste hauler duly franchised to provide such service to the property. The Project 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.
23. 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 Project 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 Project Applicant shall submit to the City, the name and contact information for the contracted waste hauler. It shall be the Project 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 Project 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.
24. Fire protection access must be provided prior to and during construction.

OPERATIONS

25. The Project 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.

26. The Project Applicant shall obtain all additional federal and/or state permits for installation.
27. All utilities utilized for the billboard shall be underground.
28. 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.
29. 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.
30. 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.
31. 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.
32. Each static message shall not include flashing lights or the varying of light intensity.
33. Minimum display time. Each message on the sign must be displayed for a minimum of four (4) seconds.
34. 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(I)(3)(d).
35. Each of the LED diodes shall point down, towards Rosemead Boulevard, resulting in minimal light intrusion.
36. The billboard must have a light sensing device that will adjust the brightness as ambient light conditions change.
37. 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.
38. 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.
39. 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 highways 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.

40. The billboard shall not 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."
41. 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 highway and other roadways.
42. 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

43. The Project Approvals shall conform with all provisions of the 2019 California Building Codes.
44. The Project Approvals 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.
45. All building safety, geotechnical, mechanical, electrical, plumbing, and accessibility requirements will be reviewed for compliance during plan review.

MITIGATION MEASURES

46. Geology & Soils. Prior to commencement of any grading activity on site, the Project Applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Community and Economic Development 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 feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six feet or more.
47. Hazards & Hazardous Materials. 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.

48. Tribal Cultural Resources. The Project 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 installation sites. 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.

SECTION 10. The Secretary of the Planning Commission of the City of El

Monte, California, shall certify to the adoption of this Resolution.

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. 3580 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on August 25, 2020, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Adrian Perez, Secretary
El Monte City Planning Commission

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF EL MONTE
11333 Valley Blvd.
El Monte, CA 91731
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF EL MONTE
AND
REX MEDIA, LLC**

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF EL MONTE (hereinafter "City") and REX MEDIA, LLC, a California limited liability company (hereinafter "Developer").

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") 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 interest in that certain portion of real property, located at 3101 Rosemead Boulevard in the City of El Monte, Assessor Parcel Number 8595-017-018, as more specifically described in Exhibit "A" (the "Site") upon which Developer seeks to install a new double faced 14 x 48 foot digital display billboard which is oriented toward Rosemead Boulevard, as described in Exhibit "B", along with a site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, ("New Digital Billboard" or the "Project").

C. In exchange for the approvals sought to install the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee or Alternative Fee, whichever is greater as defined and provided in Sections 2.6 and 2.7 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

D. The Site is located within the City's Billboard Overlay Zone Area No. 9, on property that is zoned Office Professional ("OP") with a General Plan Land Use Designation of "Office Professional". In addition, the Site is located on the western end of the City's Flair Business Park.

E. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

F. On _____, 2020, the Planning Commission held a duly noticed public hearing and adopted Resolution No. ____-2020, recommending approval of this Agreement (Development Agreement No. 01-20) to the City Council and requiring Developer's compliance with the specific Conditions of Approval stated therein. At the same public hearing, the Planning Commission adopted Resolution No. ____-2020, approving Design Review No. 04-20.

G. On _____, 2020, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____, which Ordinance approves this Agreement.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives, including, without limitation, the dissemination of public service announcements and City-related advertising or announcements on the New Digital Billboard using modern technology.

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

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

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

NOW, THEREFORE, 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 is 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 and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.2 "Annual Net Advertising Revenue" shall mean all annual income actually received by Developer and generated from the sale of advertising on the New Digital Billboard, less any commissions paid by Developer to advertising agencies, but only to the extent such commissions do not exceed sixteen and two thirds percent (16 2/3%) of the annual income actually received.

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

1.1.4 “City Council” means the City Council of the City.

1.1.5 “Developer” means Rex Media LLC, a California limited liability company duly existing and operating, and its successors and assigns, doing business at 5403 Ayon Ave., Irwindale, CA 91706.

1.1.6 “Development Approvals” means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”).

1.1.7 “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 No. _____ 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.

1.1.8 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of 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, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of 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 NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

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

1.1.10 “Operational” means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays.

1.1.11 “Processing Fee” is the fee which is in addition to the payment of 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.

1.1.12 “Project” means the construction and installation of the New Digital Billboard, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the

Scope of Development attached hereto as Exhibit “B”, and the Schedule of Performance attached hereto as Exhibit “C”.

1.1.13 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “C” and incorporated herein.

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

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

1.1.16 “Site Lease” means the lease agreement by and between Developer Rex Media, LLC and Bakali Family Real Estate LLC, a California limited liability company, the owner of the Site (“Owner”).

1.1.17 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which governs development and use of the Project and/or the Site.

1.1.18 “Subsequent Development Approvals” means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the CEQA, that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.19 “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, as further defined in Exhibit B, Paragraph 1.

1.1.20 “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” (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, 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 Site Lease, or any of Developer’s obligations thereunder; (ii) bind or restrict the Owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the Owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. 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 Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Site Lease which demonstrates that Developer has a leasehold interest in the Site, which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer's leasehold interest is prematurely terminated by Owner of the Site, then Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the New Digital Billboard.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) thirty (30) years after the date the New Digital Billboard becomes Operational; or (b) the permanent removal of the digital displays constructed pursuant to the terms hereof. If one digital face is removed permanently, then this Agreement will remain in full force and effect as to the second digital face, except that the Development Fee and Alternative Fee shall each be correspondingly reduced by fifty percent (50%). The parties may extend the Term of this Agreement beyond the original Term indicated in subsection (a) of this Section 2.4, above, for two (2) additional extension terms of five (5) years each (not to exceed 10 aggregate years) on the same terms and conditions of this Agreement, including an annual increase in the Minimum Annual Guarantee ("MAG") of Five Thousand Dollars (\$5,000) per year for the first potential option extension term, and an additional Five Thousand Dollars (\$5,000) per year for the second option term, with an increase in the percentage of revenue share to twenty percent (20%) during each extension period. Each such five (5)-year extension term shall be effective upon the date of the City Manager's written acceptance of Developer's written request for an extension at least one hundred eighty (180) days before the end of the original Term or extended Term. Each extension of the Term shall be approved by the City Manager in writing. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The Term of this Agreement supersedes any amortization period that may apply under the El Monte Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Within ten (10) days after issuance of Caltrans ODA permits and all required City approvals and City building permits, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty-Five Thousand Dollars (\$25,000). This fee is in addition to the payment of 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 fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement. In the event that this Agreement is terminated by Developer pursuant to the provisions in Section 3 below, any unused portion of the Processing Fee shall be refunded to Developer.

2.6 Development Fee – (“MAG”). The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee (“Development Fee”) paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to City, subject to the obligation to pay the Alternative Fee per Section 2.7 below. The Development Fee shall be paid in semi-annual installments, with the first installment due immediately when the New Digital Billboard becomes Operational, according to the following schedule:

	Initial Term	Minimum Annual Guarantee	Total Minimum per 5-year period
MAG Term 1	Years 1 through 5	\$50,000	\$250,000
MAG Term 2	Years 6 through 10	\$55,000	\$275,000
MAG Term 3	Years 11 through 15	\$60,000	\$300,000
MAG Term 4	Years 15 through 20	\$65,000	\$325,000
MAG Term 5	Years 21 through 25	\$70,000	\$350,000
MAG Term 6	Years 26 through 30	\$75,000	\$375,000

Developer shall notify City when the New Digital Billboard becomes Operational for the purpose of determining the date that payments of the Development Fee (or Alternative Fee per Section 2.7) shall commence. The City’s issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards. If Developer installs the Communications Facilities describe in Exhibit B, then such revenue shall be included in the calculation of the Annual Net Advertising Revenue. If the Term is extended by Developer, the Development Fee for each year of the extended term shall be as set forth in Section 2.4.

2.7 Alternative Fee. For any year of the Term where the Alternative Fee, as defined in this Section 2.7, exceeds the Development Fee described at Section 2.6 above, Developer shall pay to City the difference between the Development Fee and the Alternative Fee, as described below. The Alternative Fee is an amount equal to a percentage of the Annual Net Advertising Revenue determined according to the following schedule: twelve and one-half percent (12.5%) for years 1 through 5 of the Term, thirteen and three-fourths percent (13.75%) for years 6 through 10 of the Term, and fifteen percent (15%) for each remaining year of the Initial Term, and twenty percent (20%) if the term is extended. Within ninety (90) days following the end of each year of the Term hereof, Developer shall furnish to City a statement in writing, certified by Developer to be correct under penalty of perjury, showing the Annual Net Advertising Revenue during the preceding year of the Term. To the extent that the Alternative Fee exceeds the Development Fee paid by Developer during the preceding year of the Term, Developer shall pay the difference of the Development Fee and the Alternative Fee to City within fifteen (15) days following the delivery of the annual statement reconciliation hereof in satisfaction of Developer’s obligations under this paragraph. As an example:

Annual Net Advertising Revenue Received: \$1,000,000

Alternative Fee Due (12.5%):	\$125,000
Less annual Development Fee already paid:	(\$50,000)
Additional payment due to City:	\$75,000

2.8 Audit of Alternative Fee. Developer shall maintain and make available for City’s review and audit, all contracts, leases, invoices, and other records that are relevant to the accurate determination of Annual Net Advertising Revenue. The audit shall occur annually consistent with the commencement date of this Agreement. City shall be entitled once per each year of the Term to inspect, examine, copy and audit Developer’s books, records and cash receipts as related to Annual Net Advertising Revenue. If the audit shows that there is a deficiency in the determination of Annual Net Advertising Revenue or payment of the Alternative Fee, then Developer shall immediately upon notice pay any such deficiency to City. City shall pay the costs of the audit unless the audit shows that Developer understated Annual Net Advertising Revenue by more than three percent (3%), in which case Developer shall pay all City’s costs of the audit.

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

2.9.1 City’s Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis advertising space on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements or City-approved non-profit entity announcements, but only up to a maximum of two and one-half percent (2.5%) of the time available on each display space during the hours of 8:00 a.m. to 5:00 p.m. and two and one-half percent (2.5%) of the time available between the hours of 5:00 p.m. and 8:00 a.m. per day (“Public Service Use Space”). The City shall submit all proposed copy to Developer not less than fourteen (14) days prior to the date the copy is proposed to be displayed. Developer shall provide its policy regarding proposed copy to City prior to the Effective Date of this Agreement. All proposed copy submitted by City to Developer shall be subject to the policy provided to the City. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City.

2.9.2 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purposes of displaying “Amber Alert” communications or other emergency messages, at no cost.

2.9.3 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.

2.9.4 Fixed Facility Fee. Should Developer enter into any agreement for the installation of Telecommunications Facilities on the support structure of the New Digital Billboard, Developer will pay the current percentage rent based on the rate at that time. For example, if Developer enters into an agreement for the installation of Telecommunications Facilities in year six (6) of this Agreement, Developer would pay the City 13.75 percent (13.75%) of that gross revenue received annually. This amount is in addition to the Advertising Revenue, including both the MAG and Alternative Fee.

2.10 Prohibited Use. Developer shall not utilize the New Digital Billboard to advertise tobacco, marijuana, hashish, vaping products, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by 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. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop the Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 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 and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are 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.

3.3 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 all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, 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 City in connection with the Project which are standard and uniformly applied to similar projects in the City.

3.4 Timing of Development. Developer shall commence the Project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C".

“Commencement” of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer’s receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and 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 or completion of the Project or any other task set forth in Exhibit “C,” it would not constitute default or grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at 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 New Digital Billboard on the Site.

3.5 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit “B”) which sets forth a description of the Project and the Schedule of Performance (Exhibit “C”).

3.6 Changes and Amendments. The parties may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that 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, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal 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 display 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 ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.7 Reservation of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, 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 City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard on the Site. 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, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(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 of the Site.

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

(g) City reserves the right to install telecommunications equipment at the Site as it may reasonably determine are necessary for public safety; provided that (i) such installations shall be at no cost to Developer and shall not, in Developer's reasonable determination, have any material impact on the New Digital Billboard or the Site, and (ii) City does not receive any consideration, revenue or other economic benefit of any kind from such installations.

(h) City reserves the right to have "City of El Monte" displayed in a panel in a location that is reasonably acceptable to Developer.

(i) Notwithstanding anything to the contrary that may appear elsewhere in this Agreement, City shall not place any structures, installations or anything else within five hundred (500) feet of the New Digital Billboard, which Developer determines, in Developer's reasonable discretion, will obstruct viewing of the New Digital Billboard.

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

3.7.3 Modification or Suspension by Federal or State 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, each party shall provide the other party with written notice of such federal, state, county or multi-jurisdictional law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with

such federal, state, county or multi-jurisdictional law or regulation. 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.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site 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 New Digital Billboard and Site. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. 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.

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

3.9.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

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

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

3.10 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 Project, 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 the New Digital Billboard or Developer directly, except as follows:

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

3.10.2 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 Project;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.11 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or 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.

3.12 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

3.13 To the extent such is not prohibited by applicable laws and or ordinances, Developer expressly reserves the right to lower the New Digital Billboard in order to improve the visibility of the New Digital Billboard and nothing contained in this Agreement shall impair or impact Developer's ability to lower the New Digital Billboard for this purpose.

4. REMOVAL OF BILLBOARDS.

4.1 Removal by Developer. Upon termination, the New Digital Billboard and all related structures will be removed, and all utilities properly terminated by Developer within one hundred and eighty (180) days after termination, at its sole cost and expense. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard. If City requires the New Digital Billboard to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the New Digital Billboard within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms

of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five (5) days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties' rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or other applicable written agreement in a form mutually acceptable to the Owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site or to exercise its rights under Section 4.2, above. If an emergency repair to a public improvement or public facility is needed on the Site and the City does not possess and has not obtained the foregoing access rights, the City may conduct such repair after providing Developer with reasonable notice. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the 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 the Agreement, either party concludes that the other party has not complied with the terms of the 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 forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) day period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed 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 described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or failure to comply with the terms of this Agreement (hereinafter referred to as “default” or “breach”); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, 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. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or failure to comply with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer’s good faith efforts, it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Project. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable 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. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Termination Based on Changed Economic Circumstances. Developer may terminate this Agreement at any time during the Term upon thirty (30) days’ prior notice to City if Developer, in Developer’s reasonable discretion, determines that it is no longer economically feasible to continue to operate the New Digital Billboard.

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 with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer’s obligation to remove the New Digital Billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party’s default; provided, however, that Developer’s sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential,

or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Types of Insurance.

7.1.1 Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, at least Four Million Dollars (\$4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this Agreement.

7.1.2 Worker's Compensation. Developer shall also furnish or cause to be furnished to 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.

7.1.3 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 policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of paragraph 7.1.

7.1.4 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or 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(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site. City shall indemnify Developer, and its respective officers, employees, and/or 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(s), firm, or entity arising out of or in connection with City's use of the New Digital Billboard under Section 2.9.1 and/or any work, operations, or activities of City, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

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

(b) Developer or City as appropriate will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property or any liability arising by reason of 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.

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) 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.

8. MORTGAGEE PROTECTION.

8.1 The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the Owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) 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 Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or 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 City of any default by Developer in the performance of Developer's obligations under this Agreement.

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

(d) Any Mortgagee who comes into possession of the Project 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 Project 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 City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project 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 Project 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 with the Los Angeles County Recorder by the City Clerk 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 Project to be permitted and operated and to provide the Development 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, as all parties having been represented by counsel in the negotiation and 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 their Owner, 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), 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 and 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 and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development 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 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 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 City and Developer seeking enforcement or interpretation 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 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between 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 property on the other hand. 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" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by 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 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 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 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 by the City Manager upon approval by the City Attorney.

9.19 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.

9.20 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 as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of El Monte
11333 Valley Blvd.
El Monte, CA 91731
Attn: City Manager

To Developer: Rex Media, LLC
5403 Ayon Ave.
Irwindale, CA 91706
Attn: Mohadib Ahmad

With Copy To: Richard A. McDonald
Carlson & Nicholas, LLP
301 E. Colorado Boulevard, Ste. 320
Pasadena, CA 91101-1921

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of 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, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has 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.

9.23 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.

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

City: CITY OF EL MONTE

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Hernandez
City Clerk

City Attorney

Developer: Rex Media, LLC, a California
Limited Liability Company

By: _____
Mohadib Ahmad, President

[end of signatures]

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 Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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 Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

APN: 8595-017-010

Legal Description

See Parcel Map attached as Exhibit A-1 and Lawyer's Title depiction attached as Exhibit A-2

EXHIBIT "B"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

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

1. **Project.** Developer shall install the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) double-sided 14' x 48' flag mount pole structure approximately 41 feet tall with a total of two (2) digital displays (each display measuring 14' x 48') within the Site. Developer may also install equipment or facilities for cellular, Wi-Fi, satellite or other communication devices or services at any time during the Term of this Agreement. Developer may also relocate the New Digital Billboard to another area of the Site if, in Developer's reasonable determination, such relocation is reasonably necessary in connection with future development of the Site with the approval of the City of El Monte, not to be unreasonable withheld.

2. **Building Fees.** Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard on the Site.

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 and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti (to be removed within 48 hours of notice), rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard 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) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structures and displays as necessary to maintain such New Digital Billboard structures and displays in good condition and repair.

(b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the Site Lease) 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 New Digital Billboard 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.

4. **Other Rights of 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 this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Exhibit B, Section 3

above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard.

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 this Agreement. The failure of the City to enforce this 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 the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, on the Site, shall conform to all applicable provisions of the El Monte Municipal Code ("EMMC") and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

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

(b) The New Digital Billboard shall be located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Exhibit B, Section 1, above.

(c) The size of each sign display of the New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of borders and shall not to exceed a maximum height of 75 feet, including all extensions as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

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

(f) 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.

(g) Developer shall maintain the Site 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, unless the Project is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed New Digital Billboard and Southern California Edison distribution lines.

(i) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard prior to the final issuance of the building permits.

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

(k) 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 Site Lease.

(l) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard.

(m) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(n) All graffiti shall be adequately and completely removed or painted over within five (5) business days after notice to Developer of such graffiti being affixed on the New Digital Billboard.

(o) Developer shall comply with the 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 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within five (5) days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(p) In the event ten percent (10%) or more of the New Digital Billboard face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

EXHIBIT "B-1" [replace with ours]

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. Applicant submit complete Development Agreement, Plans & Specs, etc.		
2. City Planning Commission holds public hearing to consider recommendation of approval of Agreement and Conditions of Approval		Recitals
3. City's City Council holds hearings to consider approval Development Agreement		Recitals
4. Approve 2nd Reading Development Agreement by Ordinance (if City Council approves Development Agreement)		
5. Effective Date of this Agreement	30 days following Council approval of 2 nd reading	1.1.7
6. Developer submits final design and construction plans to the City Planning and Building Departments to obtain a building permit	Within 60 days of Ordinance becoming effective	3.3, 3.4, 3.5
7. Developer to provide a copy of the Caltrans approval to City	Prior to the City issuing a building permit	1.1.6
8. City to approve all design and construction, engineering drawings and specifications, and issue a building permit	First plan check shall be completed within 15 working days of completed submittal by Developer. Any subsequent plan checks required shall also be completed within 15 working days. Complete submittal shall include, but not be limited to, all required fees, documents, and required plan corrections	3.3
9. Developer pays Processing Fee to City	After issuance of Caltrans ODA permits and all required City approvals and City building permits	2.5
10. Developer submits proof of insurance to City	Prior to commencing any inspection and work on the Project	7.1
11. Developer to complete all construction work, obtain final permit sign-off from City	Within 365 days of issuance	2.4

and start Operations	of a City building permit	
12. Developer pays first installment of Development Fee	Within 6 months after the sign becomes Operational	2.6
13. Developer pays first installment of Alternative Fee, if in excess of the Development Fee	Within 90 days after the end of the first year of the Term	2.7

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the Agreement text shall govern. Moreover, nothing in this Schedule of Performance shall be construed to restrict the Planning Commission or City Council's discretion to render Development Approvals insofar as it may exercise such discretion.

The time periods set forth in the Schedule of Performance may be altered or amended only by written agreement signed by both the Developer and the City as set forth in the Agreement.



	<p>DESIGNER</p> <p>REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706</p>	<p>SITE ADDRESS</p> <p>3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018</p>	<p>APPLICANT</p> <p>REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706</p>	<p>OWNER</p> <p>BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008</p>	<p>DATE</p> <p>MAY 14, 2020</p>	<p>SHEET NO:</p> <p>A-101</p>	<p>SCALE</p>	<p>NORTH</p>	<p>EXISTING SITE PLAN</p>
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VIEW 1 - SOUTH



VIEW 2 - WEST



VIEW 3 - EAST



VIWE 4 - EAST

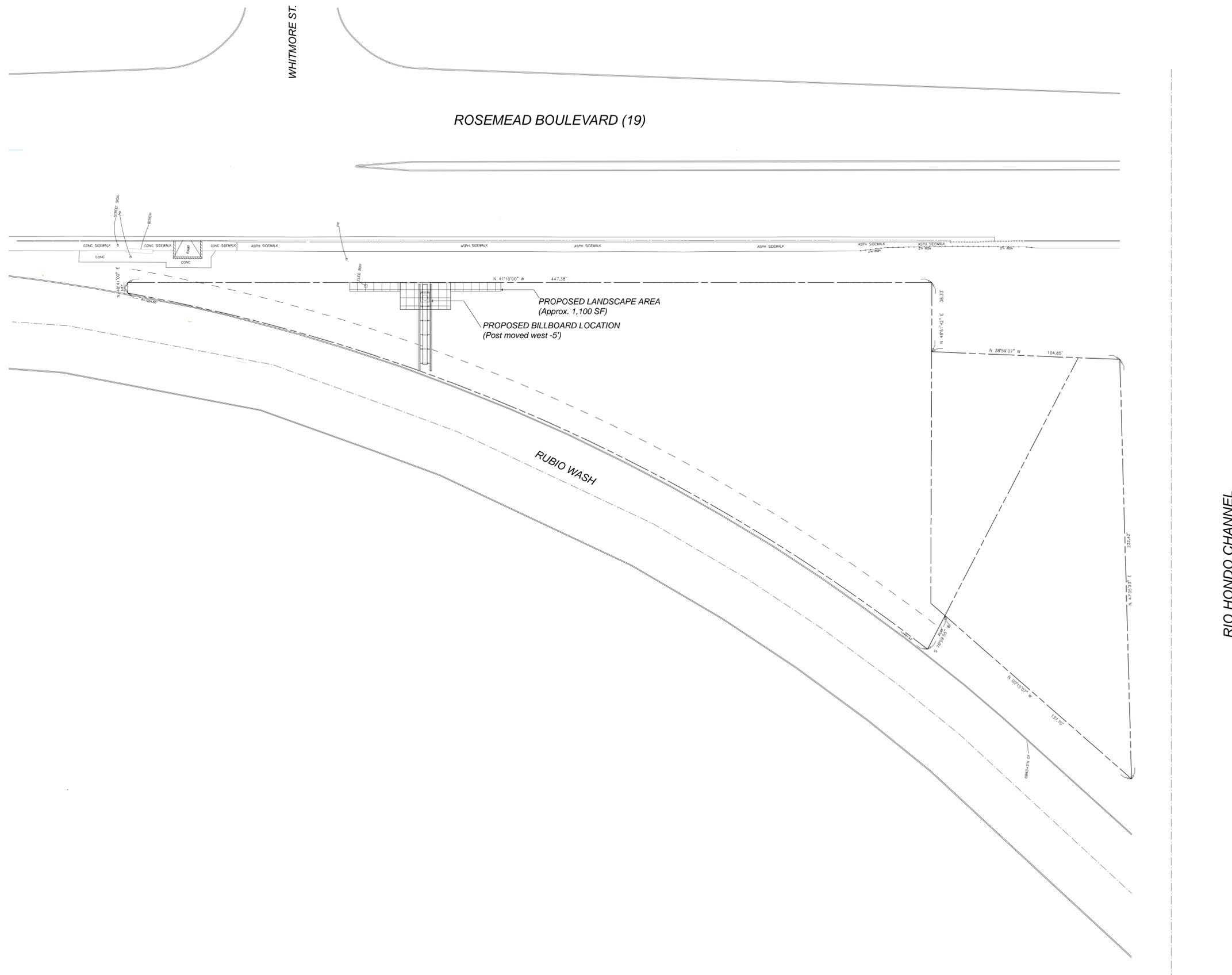


VIEW 5 - SOUTH



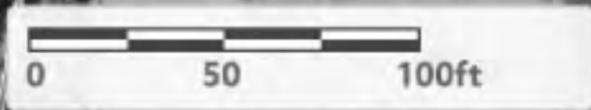
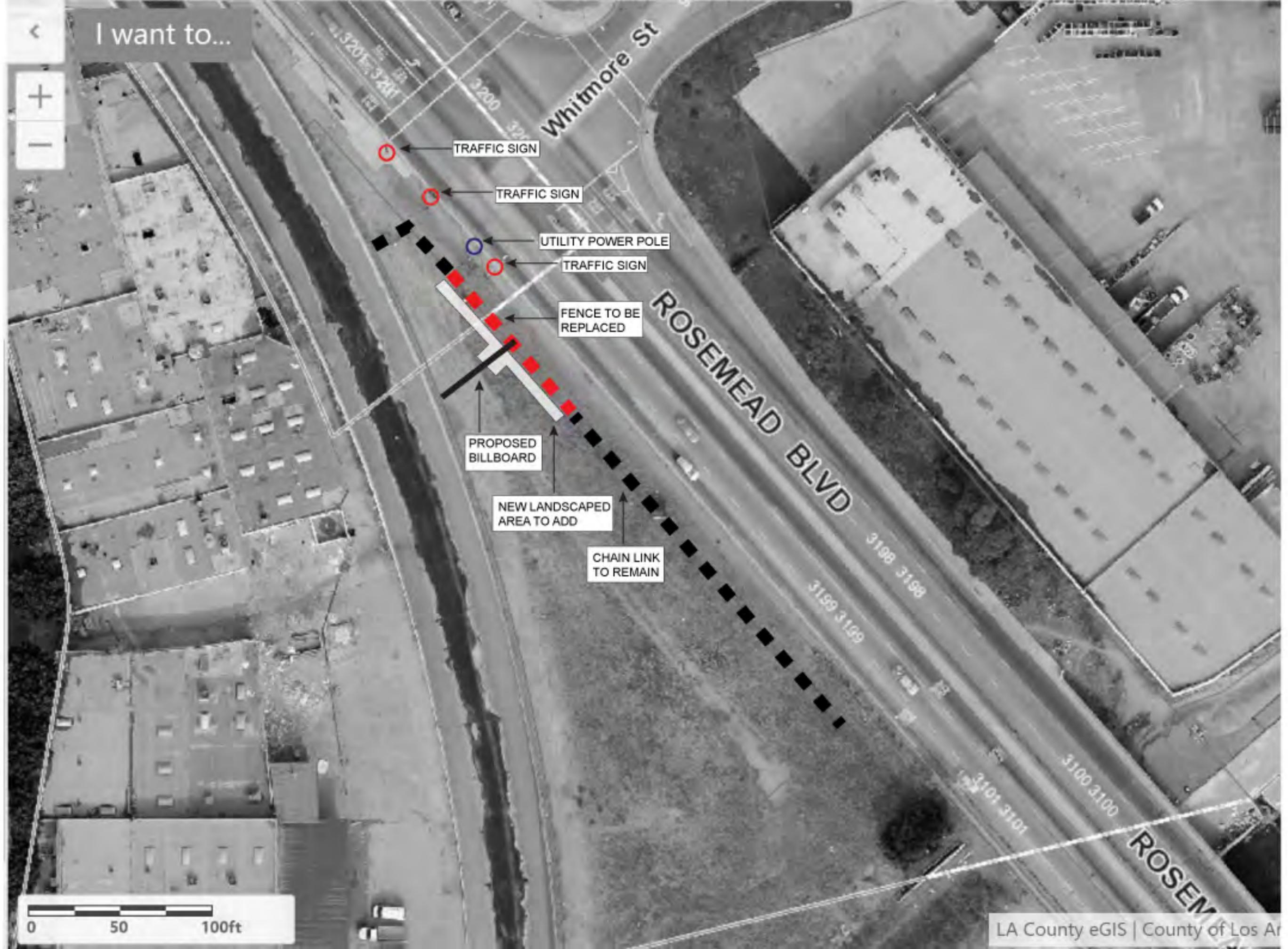
VIEW 6 - NORTH

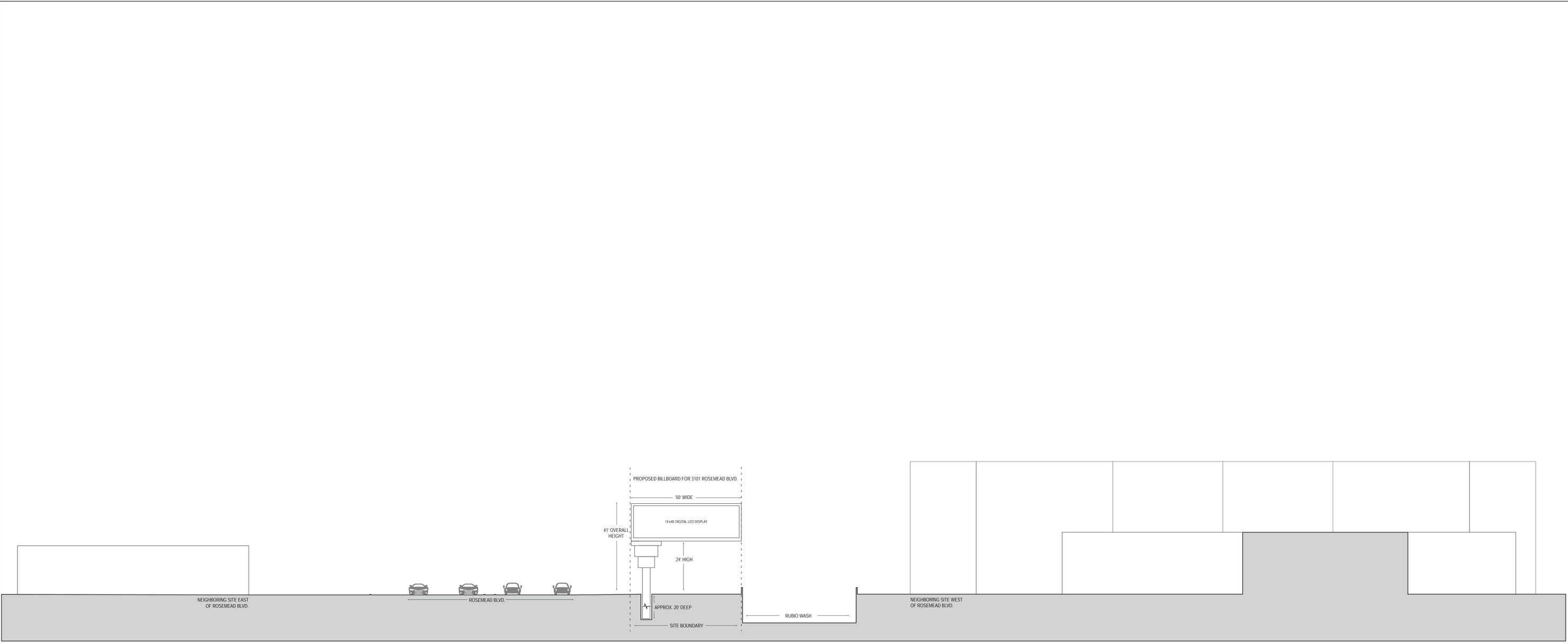
		<p>SITE ADDRESS</p> <p>3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018</p>	<p>APPLICANT</p> <p>REX MEDIA, LLC 5403 AYON AVE. IRVINDALE, CA 91706</p>	<p>OWNER</p> <p>BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008</p>	<p>DATE</p> <p>MAY 14, 2020</p>	<p>SHEET NO:</p> <p>A-002</p>			<p>SITE PHOTOS</p>
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	<p>DESIGNER</p> <p>REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706</p>	<p>SITE ADDRESS</p> <p>3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018</p>	<p>APPLICANT</p> <p>REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706</p>	<p>OWNER</p> <p>BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008</p>	<p>DATE</p> <p>JULY 3, 2020</p>	<p>SHEET NO:</p> <p>A-102</p>	<p>SCALE</p>	<p>NORTH</p>	<p>PROPOSED SITE PLAN</p>
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I want to...





	DESIGNER REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706	SITE ADDRESS 3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018	APPLICANT REX MEDIA, LLC 5403 AYON AVE. IRWINDALE, CA 91706	OWNER BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008	DATE August 11, 2020	DRAWING NO: A-301	SCALE 	NORTH 	SITE SECTION
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Pole cover to have 2" x 2" x 3/16" aluminum angle frame with .125" thick aluminum plate outer surface.
 5' deep overall front to back with widths starting at 5' base and stepping to 8', 11' and 14' at the top.
 Smooth finish painted Matthews "Brushed Aluminum" silver metallic
 1/2" tall horizontal reveals at section joints painted same.
 Framing to be welded to pipe.

Three module step up sections of pole cover to be 2.25" deep each on each end.
 This construction detail allows for concealed, yet unobstructed ladder access on pole cover under inside flag end under LED board.
 (See page 2 detail)

City of El Monte logo to be 4' x 4' x 5" deep.
 Acrylic face with digital print city logo graphic applied.
 5" deep returns to be black.
 1" trimcap edge to be black.
 Internal white LED illumination.

4" deep perimeter frame around LED board to have smooth metallic silver finish to match pole cover.
 2" x 4" alum rectangular frame with .100 thick alum welded to face.
 Attach to I-beam uprights and additional side structure.
 REX MEDIA copy to be routed out and backed with day/night black/white acrylic that is black during day and lights up white at night.
 Area backed with White LED's in enclosure.

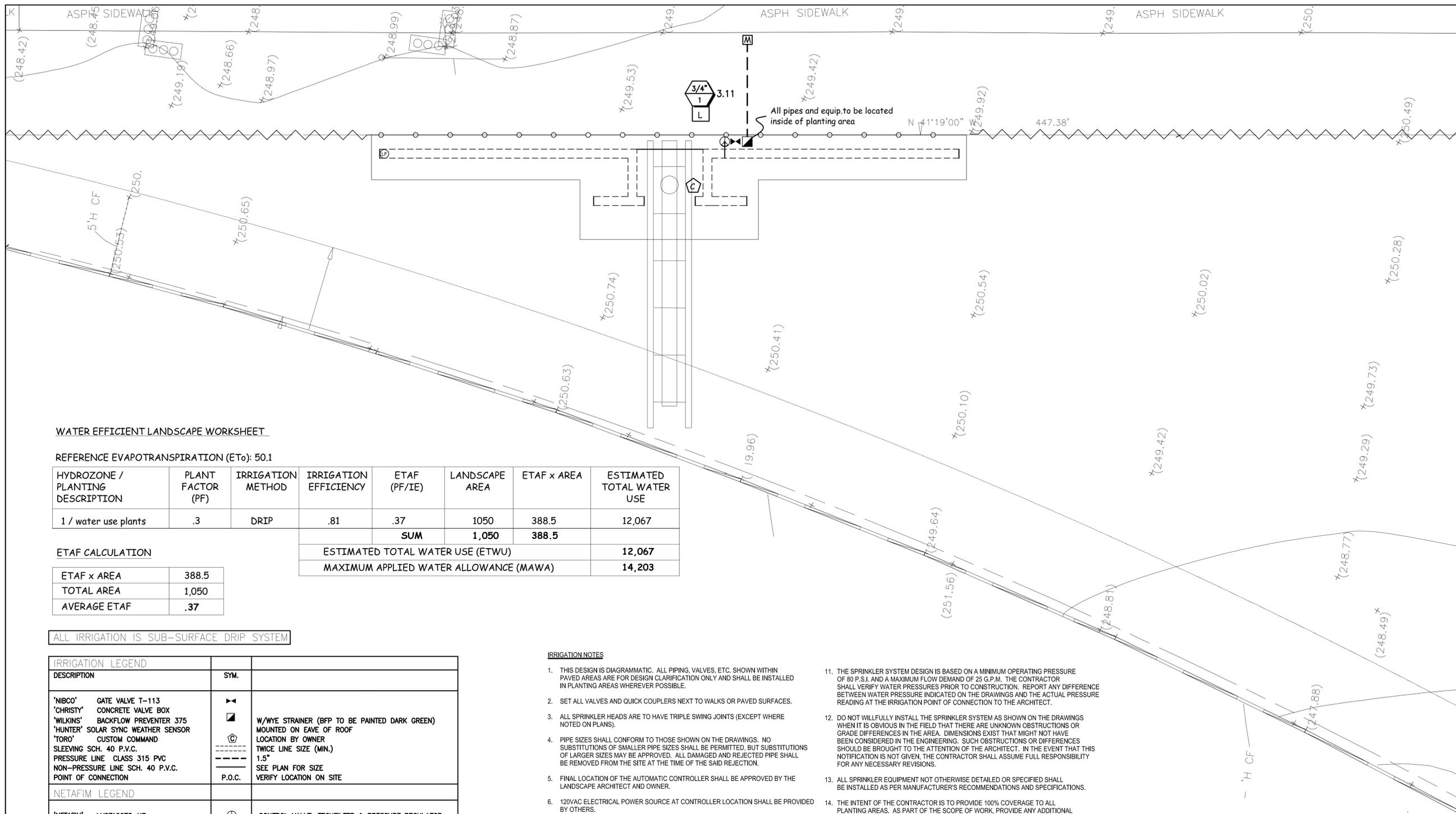
Internal steel angle iron brackets bolted to aluminum frame so that framing can be welded to pipe in field.



FRONT VIEW SHOWING
 EXAMPLE OF APPROX. PLACEMENT
 OF INTERNAL
 FRAMING



ENGINEER	SITE ADDRESS	APPLICANT	OWNER	DATE	SHEET NO:				
MCDANIEL INC. 10807 MONTE VISTA AVE. MONTCLAIR, CA 91763 STATE CON. LIC. #653111	3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018	REX MEDIA, LLC 5403 AYON AVE. IRVINDALE, CA 91706	BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008	AUGUST 14, 2020	A-401				RENDERING



WATER EFFICIENT LANDSCAPE WORKSHEET

REFERENCE EVAPOTRANSPIRATION (E_{to}): 50.1

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY	ETAF (PF/IE)	LANDSCAPE AREA	ETAF x AREA	ESTIMATED TOTAL WATER USE
1 / water use plants	.3	DRIP	.81	.37	1050	388.5	12,067
SUM						388.5	12,067

ETAF CALCULATION

ETAF x AREA	388.5
TOTAL AREA	1,050
AVERAGE ETAF	.37

ESTIMATED TOTAL WATER USE (ETWU)	12,067
MAXIMUM APPLIED WATER ALLOWANCE (MAWA)	14,203

ALL IRRIGATION IS SUB-SURFACE DRIP SYSTEM

IRRIGATION LEGEND		SYM.	
DESCRIPTION			
'NIBCO' GATE VALVE T-113		⊠	W/WYE STRAINER (BFP TO BE PAINTED DARK GREEN) MOUNTED ON EAVE OF ROOF LOCATION BY OWNER
'CHRISTY' CONCRETE VALVE BOX		⊠	
'WILKINS' BACKFLOW PREVENTER 375		⊠	
'HUNTER' SOLAR SYNC WEATHER SENSOR		⊠	
'TORO' CUSTOM COMMAND SLEEVING SCH. 40 P.V.C.		⊠	
PRESSURE LINE CLASS 315 PVC		---	TWICE LINE SIZE (MIN.) 1.5"
NON-PRESSURE LINE SCH. 40 P.V.C.		---	SEE PLAN FOR SIZE
POINT OF CONNECTION		P.O.C.	VERIFY LOCATION ON SITE
NETAFIM LEGEND			
'NETAFIM' LVC210075-HF		⊙	CONTROL VALVE, TECHFILTER & PRESSURE REGULATOR.
'NETAFIM' LINE FLUSH VALVE		⊙	BURIED 3" BELOW GRADE
'NETAFIM' TECHLINE CV TLCV4-18025		⊙	
NON-PRESSURE 1" SCH. 40 PVC HEADER		---	

SIZE NO. GPM	LANDSCAPE AREA: 1,050 SF
H - HYDROZONE	IRRIGATION WATER SUPPLY TYPE: POTABLE WATER SUPPLY

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLANS"

PRESSURE REGULATING DEVICES ARE REQUIRED IF WATER PRESSURE IS BELOW OR EXCEEDS THE RECOMMENDED PRESSURE OF THE SPECIFIED IRRIGATION DEVICE.

A CERTIFICATE OF COMPLETION SHALL BE FILLED OUT AND CERTIFIED BY EITHER THE DESIGNER OF THE LANDSCAPE PLANS, IRRIGATION PLANS OR A LICENSED LANDSCAPE CONTRACTOR FOR THE PROJECT

"I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE"

A DIAGRAM OF THE IRRIGATION PLAN SHOWING THE HYDROZONES SHALL BE KEPT WITH THE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT PURPOSE

AN IRRIGATION AUDIT REPORT SHALL BE COMPLETED AT THE TIME OF FINAL INSPECTION.

CHECK VALVES OR ANTI-DRAIN VALVES ARE REQUIRED ON ALL SPRINKLER HEADS WHERE LOW POINT DRAINAGE COULD OCCUR

IRRIGATION NOTES

- THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
- SET ALL VALVES AND QUICK COUPLERS NEXT TO WALKS OR PAVED SURFACES.
- ALL SPRINKLER HEADS ARE TO HAVE TRIPLE SWING JOINTS (EXCEPT WHERE NOTED ON PLANS).
- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF THE SAID REJECTION.
- FINAL LOCATION OF THE AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER.
- 120VAC ELECTRICAL POWER SOURCE AT CONTROLLER LOCATION SHALL BE PROVIDED BY OTHERS.
- BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT I.D. NUMBER BY CALLING 1-800-422-4133. TWO (2) WORKING DAYS SHALL BE ALLOWED AFTER THE I.D. NUMBER IS OBTAINED AND BEFORE THE EXCAVATION WORK IS STARTED SO THAT UTILITY OWNERS CAN BE NOTIFIED.
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL OVER SPRAY ONTO WALKS, STREETS, ETC.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE GRADE DIFFERENCES, LOCATION OF WALLS, AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS UNDER ROADWAYS AND PAVING, ETC.
- THE SPRINKLER SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE OF 80 P.S.I. AND A MAXIMUM FLOW DEMAND OF 25 G.P.M. THE CONTRACTOR SHALL VERIFY WATER PRESSURES PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN WATER PRESSURES INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE ARCHITECT.
- DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT THERE ARE UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES IN THE AREA. DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT GIVEN, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- THE INTENT OF THE CONTRACTOR IS TO PROVIDE 100% COVERAGE TO ALL PLANTING AREAS. AS PART OF THE SCOPE OF WORK, PROVIDE ANY ADDITIONAL HEADS, SPECIAL NOZZLES, OR PATTERNS TO ACHIEVE PROPER COVERAGE WITH A MINIMUM OF OVER SPRAY AT NO ADDITIONAL COST TO THE OWNER.
- INSTALLATION FOR THE CONTROL WIRES SHALL FOLLOW MAINLINE ROUTING.
- PROVIDE SLEEVES AS SHOWN ON DRAWING OR AS NEEDED. USE SIZE DIAMETER MIN. SCH. 80 P.V.C. MIN. DEPTH TO TOP OF LINE.
- LOCATE VALVE CHART IN CONTROLLER - REDUCE AND ENCASE IN PLASTIC (AS BUILT).
- GUARANTEE: THE INSTALLED SPRINKLER SYSTEM SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE WORK. SHOULD ANY TROUBLE DEVELOP WITHIN THE TIME SPECIFIED DUE TO INFERIOR OR FAULTY MATERIAL OR WORKMANSHIP, THE TROUBLE SHALL BE CORRECTED BY THE CONTRACTOR WITHOUT EXPENSE TO THE OWNER.
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION REGARDING THIS SECTION OF WORK.

REVISIONS	DATE
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Yael
 ASLA
 Yael Lir Landscape Architects
 1010 Sycamore Ave. Suite 313
 South Pasadena, CA 91030
 Tel 323.258.5222
 Fax 323.258.5333
 yael@yaellir.com

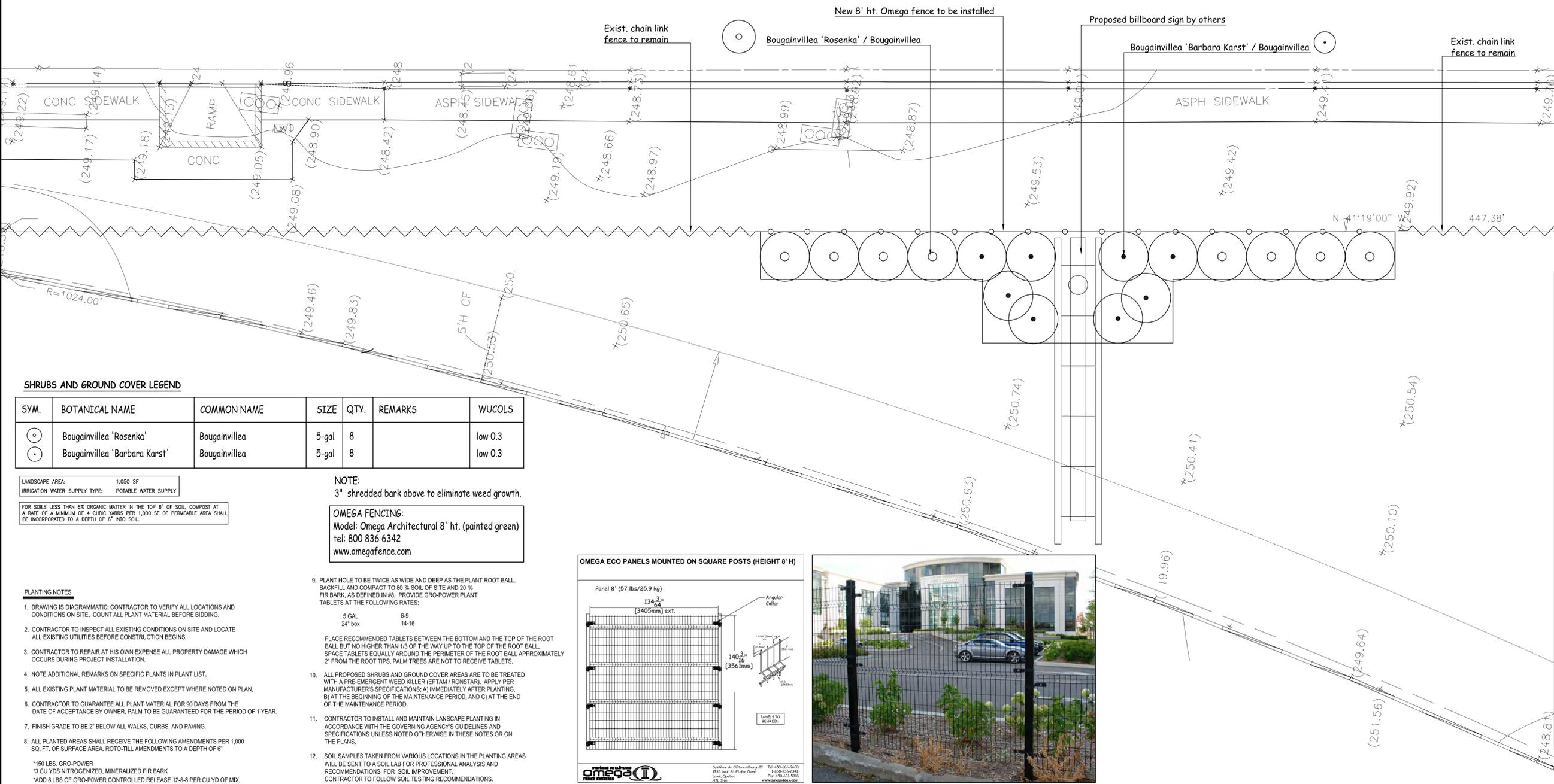
3101-3109 ROSEMEAD BLVD.
 EL MONTE, CA 91731
 INGLEWOOD, CA 90303

IRRIGATION PLAN



DATE: JULY 26, 2020
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 218920
 DRAWN BY:

ROSEMEAD BLVD.



SHRUBS AND GROUND COVER LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
⊙	Bougainvillea 'Rosenka'	Bougainvillea	5-gal	8		low 0.3
⊙	Bougainvillea 'Barbara Karst'	Bougainvillea	5-gal	8		low 0.3

LANDSCAPE AREA: 1,050 SF
IRRIGATION WATER SUPPLY TYPE: POTABLE WATER SUPPLY

FOR SOILS LESS THAN 6% ORGANIC MATTER IN THE TOP 6" OF SOIL, COMPOST AT A RATE OF A MINIMUM OF 4 CUBIC YARDS PER 1,000 SF OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF 6" INTO SOIL.

NOTE:
3" shredded bark above to eliminate weed growth.

OMEGA FENCING:
Model: Omega Architectural 8' ht. (painted green)
tel: 800 836 6342
www.omegafence.com

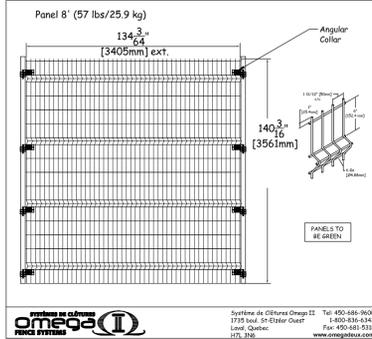
PLANTING NOTES

- DRAWING IS DIAGRAMMATIC. CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE. COUNT ALL PLANT MATERIAL BEFORE BIDDING.
- CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR TO REPAIR AT HIS OWN EXPENSE ALL PROPERTY DAMAGE WHICH OCCURS DURING PROJECT INSTALLATION.
- NOTE ADDITIONAL REMARKS ON SPECIFIC PLANTS IN PLANT LIST.
- ALL EXISTING PLANT MATERIAL TO BE REMOVED EXCEPT WHERE NOTED ON PLAN.
- CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR 90 DAYS FROM THE DATE OF ACCEPTANCE BY OWNER. PALM TO BE GUARANTEED FOR THE PERIOD OF 1 YEAR.
- FINISH GRADE TO BE 2" BELOW ALL WALKS, CURBS, AND PAVING.
- ALL PLANTED AREAS SHALL RECEIVE THE FOLLOWING AMENDMENTS PER 1,000 SQ. FT. OF SURFACE AREA. ROTO-TILL AMENDMENTS TO A DEPTH OF 6"

- *150 LBS. GRO-POWER
- *3 CU YDS NITROGENIZED, MINERALIZED FIR BARK
- *ADD 8 LBS OF GRO-POWER CONTROLLED RELEASE 12-8-8 PER CU YD OF MIX.

- PLANT HOLE TO BE TWICE AS WIDE AND DEEP AS THE PLANT ROOT BALL. BACKFILL AND COMPACT TO 80% SOIL OF SITE AND 20% FIR BARK, AS DEFINED IN #8. PROVIDE GRO-POWER PLANT TABLETS AT THE FOLLOWING RATES:
5 GAL 6-9
24" box 14-16
PLACE RECOMMENDED TABLETS BETWEEN THE BOTTOM AND THE TOP OF THE ROOT BALL BUT NO HIGHER THAN 1/3 OF THE WAY UP TO THE TOP OF THE ROOT BALL. SPACE TABLETS EQUALLY AROUND THE PERIMETER OF THE ROOT BALL APPROXIMATELY 2" FROM THE ROOT TIPS. PALM TREES ARE NOT TO RECEIVE TABLETS.
- ALL PROPOSED SHRUBS AND GROUND COVER AREAS ARE TO BE TREATED WITH A PRE-EMERGENT WEED KILLER (EPTAM / RONSTAR). APPLY PER MANUFACTURER'S SPECIFICATIONS: A) IMMEDIATELY AFTER PLANTING, B) AT THE BEGINNING OF THE MAINTENANCE PERIOD, AND C) AT THE END OF THE MAINTENANCE PERIOD.
- CONTRACTOR TO INSTALL AND MAINTAIN LANDSCAPE PLANTING IN ACCORDANCE WITH THE GOVERNING AGENCY'S GUIDELINES AND SPECIFICATIONS UNLESS NOTED OTHERWISE IN THESE NOTES OR ON THE PLANS.
- SOIL SAMPLES TAKEN FROM VARIOUS LOCATIONS IN THE PLANTING AREAS WILL BE SENT TO A SOIL LAB FOR PROFESSIONAL ANALYSIS AND RECOMMENDATIONS FOR SOIL IMPROVEMENT. CONTRACTOR TO FOLLOW SOIL TESTING RECOMMENDATIONS.

OMEGA ECO PANELS MOUNTED ON SQUARE POSTS (HEIGHT 8' H)



Omega fencing



Bougainvillea 'Barbara Karst' / Bougainvillea



Bougainvillea 'Rosenka' / Bougainvillea

SCHEDULE AND MAINTENANCE NOTES

If landscape installation is done in summer plants will be watered daily for about 10 days and then every other day for another 3 weeks, depends on how hot it is, this will be the establishing period.

In case landscape installation is done in winter plants will be watered every other day for about 10 days and then every 3 days for another 3 weeks. After this establishing time watering will be done in summer every 3 days and in winter every 4 days.

Watering time will be set at 8 mints

When it rains for few days water will be shut off.

Twice a year all sprinkler system should be checked in order to verify good operating condition of all drippers, pipes and valves.

Periodic landscape consultant visits are strongly recommended to help verifying good & healthy plant development.

Feeding should be done once a year in the spring with a balanced slow release fertilizer.

Pruning will be done in such a way as to keep the natural growth habit of plants.

All landscape areas shall be permanently maintained and kept free of weeds, debris and litter. All plant material shall be maintained in a healthy growing condition, diseased or dead plant material shall be replaced.

REVISIONS	DATE
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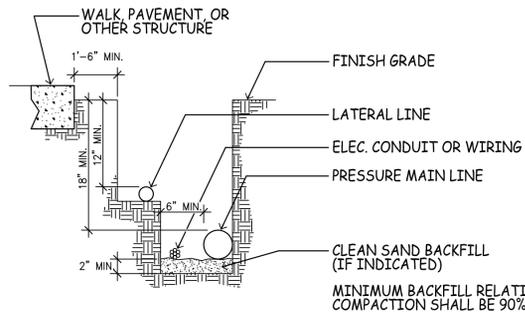
ASLA
Yael Lir Landscape Architects
1010 Sycamore Ave. Suite 313
South Pasadena, CA 91030
Tel 323.258.5222
Fax 323.258.5333
yael@yaellir.com

3101-3109 ROSEMEAD BLVD.
EL MONTE, CA 91731
INGLEWOOD, CA 90303

PLANTING PLAN



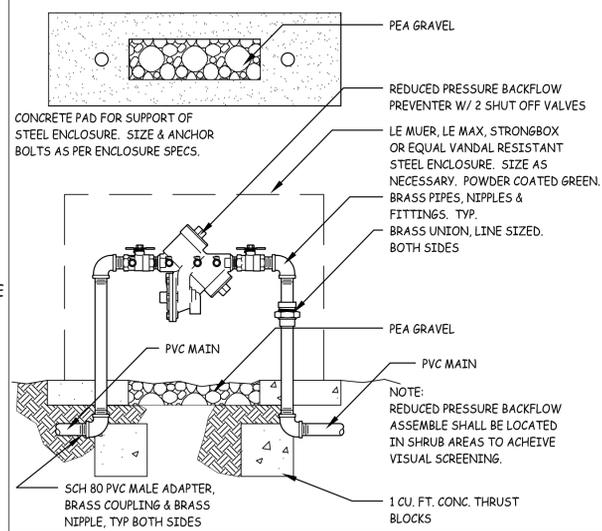
DATE: JULY 26, 2020
SCALE: 1/8" = 1'-0"
JOB NUMBER: 218920
DRAWN BY:



- NOTES:
1. ALL PLASTIC PIPING TO BE SNAKED IN TRENCHES BUNDLE & TAPE CONTROL WIRES AT 10' INTERVALS
 2. TIE A LOOSE 20" LOOP IN WIRING AT CHANGE OF DIRECTION GREATER THAN 30°. UNTIE ALL LOOPS AFTER ALL CONNECTIONS HAVE BEEN MADE.
 3. UNDER PAVED AREAS, ALL PRESSURE LINES & WIRES SHALL BE SLEEVED W/ SCH. 80 P.V.C. PIPE & SHALL BE 24" IN DEPTH (MIN.)
 4. INSTALL ALL CONTROL WIRES ON UNDERSIDE OF MAINLINE PIPE
 5. PIPE DEPTH FOR 2-1/2" AND LARGER SHALL BE 24" MINIMUM.
 6. PIPE DEPTH FOR 2" AND SMALLER SHALL BE 18" MINIMUM.
 7. PIPE DEPTH FOR ALL NON-PRESSURE LATERAL LINES SHALL BE 12" MINIMUM.

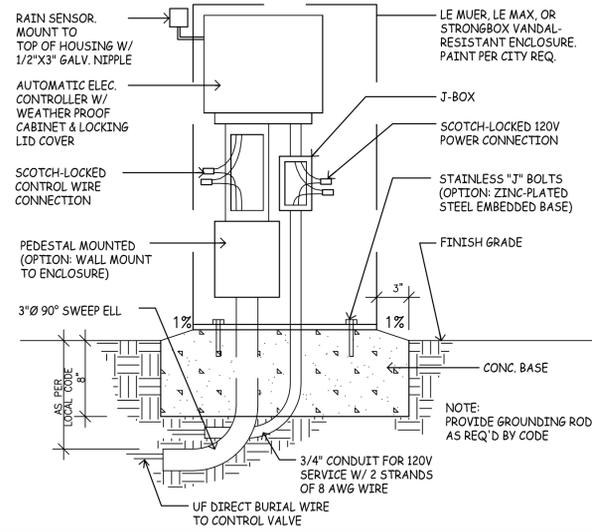
TRENCHING DETAIL

SCALE: N.T.S.
FILE: D_IRR002



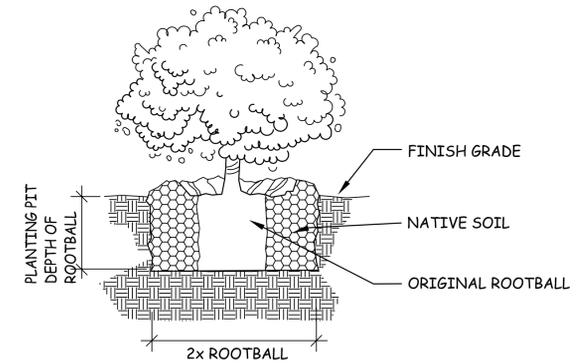
BACKFLOW PREVENTER

SCALE: N.T.S.
FILE: D_IRR006



CONTROLLER

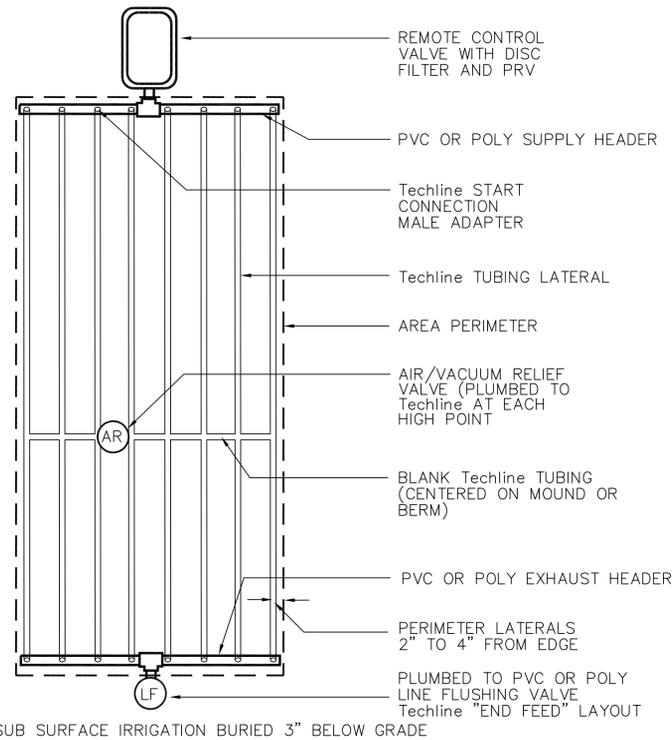
SCALE: N.T.S.
FILE: D_IRR007



SHRUB PLANTING

SCALE: N.T.S.
FILE: D_PLA001

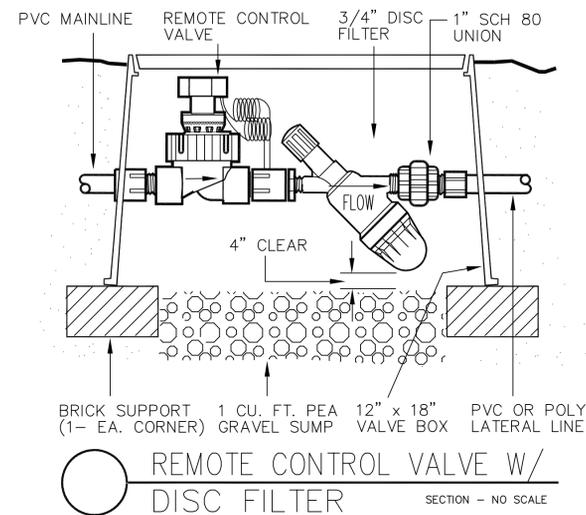
Detail 1.01



Techline END FEED LAYOUT

DETAIL - NO SCALE

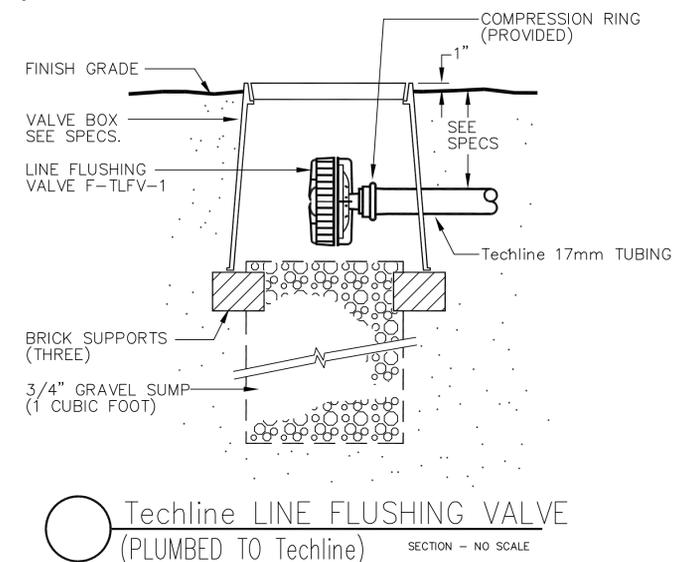
Detail 2.02



REMOTE CONTROL VALVE W/ DISC FILTER

SECTION - NO SCALE

Detail 7.01



Techline LINE FLUSHING VALVE (PLUMBED TO Techline)

SECTION - NO SCALE

REVISIONS	DATE
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ASLA
Yael Lir Landscape Architects
1010 Sycamore Ave. Suite 313
South Pasadena, CA 91030
Tel 323.258.5222
Fax 323.258.5333
yael@yaelir.com

3101-3109 ROSEMEAD BLVD.
EL MONTE, CA 91731
INGLEWOOD, CA 90303

DETAIL SHEET



DATE: JULY 26, 2020
SCALE: 1/8"=1'-0"
JOB NUMBER: 218920
DRAWN BY:

ROSEMEAD BLVD.



SHRUBS AND GROUND COVER LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
⊙	Bougainvillea 'Rosenka'	Bougainvillea	5-gal	8		low 0.3
⊙	Bougainvillea 'Barbara Karst'	Bougainvillea	5-gal	8		low 0.3

LANDSCAPE AREA: 1,050 SF
IRRIGATION WATER SUPPLY TYPE: POTABLE WATER SUPPLY

FOR SOILS LESS THAN 6% ORGANIC MATTER IN THE TOP 6" OF SOIL, COMPOST AT A RATE OF A MINIMUM OF 4 CUBIC YARDS PER 1,000 SF OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF 6" INTO SOIL.

NOTE:
3" shredded bark above to eliminate weed growth.

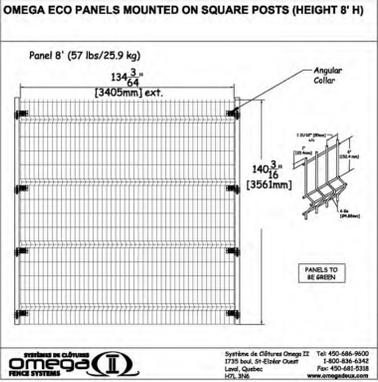
OMEGA FENCING:
Model: Omega Architectural 8' ht. (painted green)
tel: 800 836 6342
www.omegafence.com

- PLANTING NOTES**
- DRAWING IS DIAGRAMMATIC. CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE. COUNT ALL PLANT MATERIAL BEFORE BIDDING.
 - CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
 - CONTRACTOR TO REPAIR AT HIS OWN EXPENSE ALL PROPERTY DAMAGE WHICH OCCURS DURING PROJECT INSTALLATION.
 - NOTE ADDITIONAL REMARKS ON SPECIFIC PLANTS IN PLANT LIST.
 - ALL EXISTING PLANT MATERIAL TO BE REMOVED EXCEPT WHERE NOTED ON PLAN.
 - CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR 90 DAYS FROM THE DATE OF ACCEPTANCE BY OWNER. PALM TO BE GUARANTEED FOR THE PERIOD OF 1 YEAR.
 - FINISH GRADE TO BE 2" BELOW ALL WALKS, CURBS, AND PAVING.
 - ALL PLANTED AREAS SHALL RECEIVE THE FOLLOWING AMENDMENTS PER 1,000 SQ. FT. OF SURFACE AREA. ROTO-TILL AMENDMENTS TO A DEPTH OF 6"
 - *150 LBS. GRO-POWER
 - *3 CU YDS NITROGENIZED, MINERALIZED FIR BARK
 - **ADD 8 LBS OF GRO-POWER CONTROLLED RELEASE 12-8-8 PER CU YD OF MIX.

- PLANT HOLE TO BE TWICE AS WIDE AND DEEP AS THE PLANT ROOT BALL. BACKFILL AND COMPACT TO 80% SOIL OF SITE AND 20% FIR BARK, AS DEFINED IN #8. PROVIDE GRO-POWER PLANT TABLETS AT THE FOLLOWING RATES:

5 GAL	6-9
24" box	14-16

 PLACE RECOMMENDED TABLETS BETWEEN THE BOTTOM AND THE TOP OF THE ROOT BALL BUT NO HIGHER THAN 1/3 OF THE WAY UP TO THE TOP OF THE ROOT BALL. SPACE TABLETS EQUALLY AROUND THE PERIMETER OF THE ROOT BALL APPROXIMATELY 2" FROM THE ROOT TIPS. PALM TREES ARE NOT TO RECEIVE TABLETS.
- ALL PROPOSED SHRUBS AND GROUND COVER AREAS ARE TO BE TREATED WITH A PRE-EMERGENT WEED KILLER (EPTAM / RONSTAR). APPLY PER MANUFACTURER'S SPECIFICATIONS: A) IMMEDIATELY AFTER PLANTING, B) AT THE BEGINNING OF THE MAINTENANCE PERIOD, AND C) AT THE END OF THE MAINTENANCE PERIOD.
- CONTRACTOR TO INSTALL AND MAINTAIN LANDSCAPE PLANTING IN ACCORDANCE WITH THE GOVERNING AGENCY'S GUIDELINES AND SPECIFICATIONS UNLESS NOTED OTHERWISE IN THESE NOTES OR ON THE PLANS.
- SOIL SAMPLES TAKEN FROM VARIOUS LOCATIONS IN THE PLANTING AREAS WILL BE SENT TO A SOIL LAB FOR PROFESSIONAL ANALYSIS AND RECOMMENDATIONS FOR SOIL IMPROVEMENT. CONTRACTOR TO FOLLOW SOIL TESTING RECOMMENDATIONS.



Omega fencing



Bougainvillea 'Barbara Karst' / Bougainvillea



Bougainvillea 'Rosenka' / Bougainvillea

SCHEDULE AND MAINTENANCE NOTES

If landscape installation is done in summer plants will be watered daily for about 10 days and then every other day for another 3 weeks, depends on how hot it is, this will be the establishing period.
In case landscape installation is done in winter plants will be watered every other day for about 10 days and then every 3 days for another 3 weeks. After this establishing time watering will be done in summer every 3 days and in winter every 4 days.
Watering time will be set at 8 mints
When it rains for few days water will be shut off.
Twice a year all sprinkler system should be checked in order to verify good operating condition of all drippers, pipes and valves.

Periodic landscape consultant visits are strongly recommended to help verifying good & healthy plant development.
Feeding should be done once a year in the spring with a balanced slow release fertilizer.
Pruning will be done in such a way as to keep the natural growth habit of plants.
All landscape areas shall be permanently maintained and kept free of weeds, debris and litter. All plant material shall be maintained in a healthy growing condition, diseased or dead plant material shall be replaced.

REVISIONS	DATE
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Yael
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yael@yaelir.com

3101-3109 ROSEMEAD BLVD.
EL MONTE, CA 91731
INGLEWOOD, CA 90303

PLANTING PLAN



DATE: JULY 26, 2020
SCALE: 1/8" = 1'-0"
JOB NUMBER: 218920
DRAWN BY:

Foot-candles at night under normal operation

Viewing Distance	Horizontal Viewing Angle				
	0 degrees	20 degrees	40 degrees	60 degrees	75 degrees
100'	0.68	0.56	0.37	0.17	0.03
200'	0.17	0.14	0.09	0.04	0.00
300'	0.07	0.06	0.04	0.01	0.00
400'	0.04	0.03	0.02	0.01	0.00
500'	0.02	0.02	0.01	0.00	0.00

Sign Size: 14 x 48 Digital LED Billboard

Location: 3101-3109 Rosemead Blvd.

The table represents a large LED sign and the increase in illuminance from the sign at normal night operation. Smaller signs would have less effect than shown below. The values are within the standards of both the ISA (International Sign Association) and the OAAA (Outdoor Advertising Association of America), and indicate the ambient light broadcast into the area will have minimal effect.

Conclusion:

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



Example of Broadcast of Light at Distances and Angles

MANUFACTURER FORMETCO PO Box 535730 ATLANTA, GA 30353	SITE ADDRESS 3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 85985-017-018	APPLICANT REX MEDIA, LLC 5403 AYON AVE. IRVINDALE, CA 91706	OWNER BAKALI FAMILY REAL ESTATE, LLC 640 DEODAR LANE BRADBURY, CA 91008	DATE AUGUST 14, 2020	SHEET NO: A-601	NORTH 	SITE SPECIFIC LIGHT & GLARE STUDY
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**CITY OF EL MONTE PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

**Hablamos Español favor de hablar con
Jeni Colon (626) 580-2088**

TO: All Interested Parties

FROM: City of El Monte Planning Division

PROJECT LOCATION: 3101-3109 Rosemead Boulevard / 8595-017-011 & 018 (A full legal description of the property is on file in the office of the El Monte Planning Division).

APPLICATION: Development Agreement No. 01-20, Design Review No. 04-20 and Modification No. 17-20

REQUEST: The applicant is requesting the construction of an electronic reader board billboard on a vacant triangular shaped property bounded by Rosemead Boulevard to the northeast, the Rio Hondo River Channel to the south and the Rubio Wash to the northwest. The billboard will be visible from Rosemead Boulevard, which is part of the State of California's Highway System (State Route 164, also known as State Route 19). Entitlements include a Design Review to review the aesthetics of the billboard, a Modification to install a six (6) foot high barrier fence at the street property line and a Development Agreement between the City of El Monte and Rex Media, LLC. The subject property is zoned Office Professional (OP) and is located within Area No. 9 of the City's Freeway Overlay Zone. The Planning Commission will be the determining body for the Design Review and Modification. The Commission will be the recommending body and the City Council will be the final determining body for the Development Agreement. This request is made pursuant to Chapters 17.20 (Modifications), 17.22 (Design Reviews) and 17.84 (Development Agreements) of the El Monte Municipal Code (EMMC).

APPLICANT: REX Media, LLC
5403 Ayon Avenue
Irwindale, CA 91706

PROPERTY OWNER: Waseem Ahmad
640 Deodar Lane
Bradbury, CA 91008

ENVIRONMENTAL: DOCUMENTATION In 2019, an amendment to the City's Billboard Ordinance and Freeway Overlay Zone was proposed to establish an additional three (3) Freeway Overlay Zones to allow the construction of additional electronic billboards. A Mitigated Negative Declaration (MND) was circulated from October 10, 2019 to November 8, 2019. A total of three (3) mitigation measures were incorporated including one on Geology and Soils, one on Hazards and Hazardous Materials and one on Tribal Cultural Resources. The MND was adopted by the City Council on December 17, 2019. If the project is approved, the three (3) mitigation measures will be incorporated as part of this resolution. No additional environmental impacts are foreseen as part of this project; 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, August 25, 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 (669) 900-9128; Meeting ID 954 6785 3370 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 954 6785 3370 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 on August 25, 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 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.

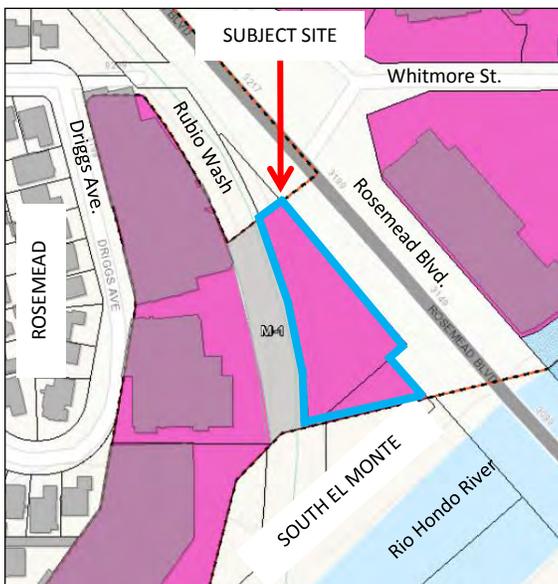
The staff report on this matter will be available on or about August 20, 2020 on the City of El Monte website, which may be accessed at <http://elmonteca.gov/AgendaCenter/Planning-Commission-2> or by emailing planning@elmonteca.gov.

Americans With Disabilities Act:

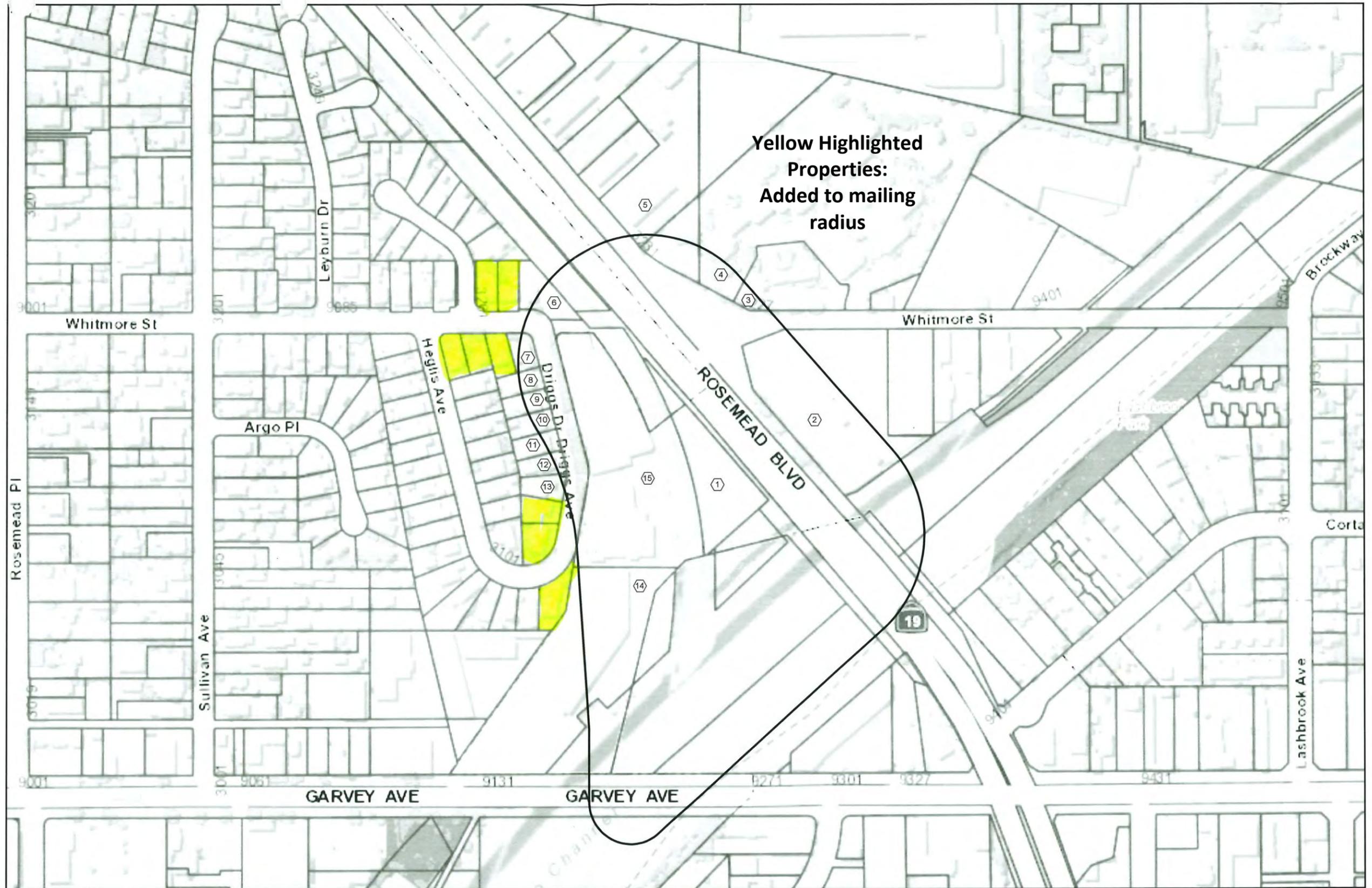
In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance 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
mailed on: Thursday, August 13, 2020

City of El Monte Planning Commission
Adrian Perez, Planning Commission Secretary



RECEIVED
 JUN 08 2020
 By _____



		SITE ADDRESS 3101-3109 ROSEMEAD BLVD. EL MONTE, CA 91731 APN: 65985-017-018	APPLICANT REX MEDIA, LLC 5403 AYON AVE. IRVINDALE, CA 91706	OWNER BAKALI FAMILY REAL ESTATE, LLC 640 CEDAR LANE BRADBURY, CA 91008	DATE JUNE 4, 2020	SCALE 	NORTH 	SITE RADIUS MAP
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8595-017-018, -19, -11, -10 (1)
Bakali Family Real Estate LLC
640 Deodar Lane
Bradbury, CA 91008

8595-015-015 (11)
Shi Shuai; Wei Jian
3147 Driggs Ave.
Rosemead, CA 91770

8595-021-013 (2)
El Monte Real Estate LP
3136 Rosemead Blvd.
El Monte, CA 91731

8595-015-014 (12)
De Staute Edward L
3139 Driggs Ave.
Rosemead, CA 91770

8595-023-025 (3)
Town Investments LLC
3200 Rosemead Blvd.
El Monte, CA 91731

8595-015-013 (13)
Serret Miguel L and Rosa M Trs;
Miguel and Rosa Serret Trust
3131 Driggs Ave.
Rosemead, CA 91770

8595-022-019 (4)
M & A Gabay
3216 Rosemead BLvd.
El Monte, CA 91731

8595-016-023 (14)
Asia-Pacific California Inc.
9133 Garvey Ave.
Rosemead, CA 91770

8595-022-018 (5)
Applied Lining & Coatings
Horton Edward L
3224 Rosemead Blvd.
El Monte, CA 91731

8595-016-019 (15)
Asia-Pacific California Inc.
9200 Whitmore St.
Rosemead, CA 91770

8595-009-027 (6)
Steven Van & Melissa Van
9133 Whitmore St.
Rosemead, CA 91770

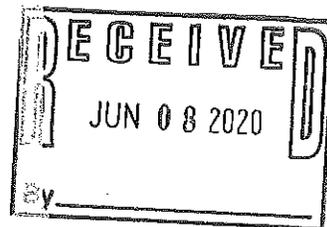
REX Media LLC (16)
Mohadib Ahmad
5403 Ayon Ave.
Irwindale, CA 91706

8595-015-019 (7)
Dang Chan M & Lien T
9134 Whitmore St.
Rosmead, CA 91770

8595-015-018 (8)
Tan K Ellen; Ellen K Tan Trust
3161 Driggs Ave.
Rosemead, CA 91770

8595-015-017 (9)
Lam Kimberly
3157 Driggs Ave.
Rosemead, CA 91770

8595-015-016 (10)
Vo Eric & Lucy L
3151 Driggs Ave.
Rosemead, CA 91770



BINH AI DIEP & KHAI MY DIEP
3108 DRIGGS AVE
ROSEMEAD CA 91770-2808

TERESA SCHELLEBERG/SCELLENBERG TRUST
3127 DRIGGS AVE
ROSEMEAD CA 91770-2807

HANA S H WOO
9122 WHITMORE ST
ROSEMEAD CA 91770-2862

TAN T NGUYEN
9128 WHITMORE ST
ROSEMEAD CA 91770-2862

STEVEN & MELISSA VAN FAMILY TRUST
1798 GIGAR TER
WEST COVINA CA 91792-1228

PADILLA LIVING TRUST
3119 DRIGGS AVE
ROSEMEAD CA 91770-2807

JEFFREY & JESSIE FRANCO
131 N DEL MAR AVE
SAN GABRIEL CA 91775-2919

BRUCE YAN & ZHU LI
3057 SULLIVAN AVE
ROSEMEAD CA 91770-2851

MINH TUYET PHAN
9131 WHITMORE ST
ROSEMEAD CA 91770-2871

SIITE POSTING



TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

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

SUBJECT: CONDITIONAL USE PERMIT NO. 20-16 & DESIGN
REVIEW NO. 06-16 (TIME EXTENSION)

LOCATION: 12243 GARVEY AVENUE

APPLICANT: NAREG KHODADADI
417 ARDEN AVENUE, SUITE 115
GLENDALE, CA 91203

PROPERTY OWNER: HOUSEP HAKOPYAN
12243 GARVEY AVENUE
EL MONTE, CA 91732

RECOMMENDATION: APPROVE TIME EXTENSION FOR CONDITIONAL USE
PERMIT NO. 20-16 & DESIGN REVIEW NO. 06-16

BACKGROUND

On September 25, 2018, the City of El Monte Planning Commission adopted Resolution No. 3518 approving Conditional Use Permit No. 20-16 & Design Review No. 06-16, to allow the construction and operation of a one-story, 2,400 square foot auto body/repair building which expired on October 5, 2019. The applicant is now requesting a retroactive one (1) year time extension to extend the expiration date to October 5, 2020.

REQUEST

On August 5, 2020 Staff received a request from the Applicant requesting a retroactive one (1) year extension for the previously approved one-story, 2,400 square foot auto body/repair building (Conditional Use Permit No. 20-16 & Design Review No. 06-16). The extension is requested to allow the Applicant to submit a revised set of plans to address corrections from Planning, Building, and Engineering Division. The project is subject to all Conditions of Approval included in Resolution 3518.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission extend the retroactive approval of CUP No. 20-16 and DR No. 06-16 for an additional year with a new expiration date of October 5, 2020.

ATTACHMENTS:

- A. Approved Planning Commission Resolution No. 3518
- B. Applicant Time Extension Request

RESOLUTION NO. 3518

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 20-16 AND DESIGN REVIEW NO. 06-16 TO ALLOW THE CONSTRUCTION AND OPERATION OF A 2,400 SQUARE FOOT AUTO BODY/REPAIR BUILDING IN THE C-3 (GENERAL COMMERCIAL) ZONE, AND ADOPTING A CATEGORICAL EXEMPTION FOR THE PROPERTY LOCATED 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. On August 8, 2016, Nareg Khodadadi, 417 Arden Avenue Suite 115, Glendale, California, filed an application for Conditional Use Permit No. 20-16 and Design Review No. 06-16. A Conditional Use Permit and Design Review are requested for the construction of a new 2,400 square foot vehicle service building on a 28,820 square foot property. The subject property is located in the C-3 (General Commercial) zone. The request is made pursuant to the requirements of Chapters 17.22 (Design Review) and 17.24 (Conditional Use Permits) of the El Monte Municipal Code (EMMC).

SECTION 2 – PUBLIC HEARING. The property is located at 12243 Garvey Avenue, on the north side of Garvey Avenue, and described as follows, to-wit:

APN: 8565-004-004 and 8565-004-009

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 20-16 and Design Review No. 06-16 before

this Planning Commission on September 25, 2018 at which time, all interested persons were given full opportunity to be heard and present evidence.

SECTION 3 - ZONING. The property is located within the C-3 (General Commercial) Zone. The surrounding zoning and land use of the adjacent properties are as follows:

North: 10-Freeway/R-3; Medium Density/Multiple-Family

South: C-3; General Commercial

East: C-3; General Commercial

West: C-3; General Commercial

SECTION 4 - 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 Categorically Exempt by Article 19 Section 15303 (Class 3 – New Construction or Conversion of Small Structures) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 5 - GENERAL PLAN. The General Plan designates of the property as Regional Commercial and it is located within the Auto District. Allowable uses include a mix of retail, office, and supporting auto related uses that generate employment, minimize traffic, and are compatible with residential neighborhoods. Staff has reviewed the proposed project and determines that the project is consistent with the goals and policies of the City's General Plan.

SECTION 6 – CONDITIONAL USE PERMIT FINDINGS. All necessary

findings for the granting of Conditional Use Permit No. 20-16 pursuant to Section 17.24.050 of the El Monte Municipal Code can be made in a positive manner and are as follows:

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

Finding of Fact:

The approval of the Conditional Use Permit will allow the construction of a 2,400 square foot building located within an existing auto body/repair business. All operations will occur within the building and shall comply with the City's Noise Ordinance. Conditions of approval have been imposed to ensure that the proposed occupancy will not negatively impact the adjacent properties or uses in the area.

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

Finding of Fact:

The property is zoned C-3 (General Commercial) and is within the Auto District. Automobile body and fender repair and painting in the C-3 or less restrictive zones 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 site, as proposed, will provide 18 parking spaces and one (1) ADA parking space for a total of eight 19 parking spaces. A single 15 feet by 25 feet loading space is also proposed. The site complies with all applicable zoning regulations. The conditions of approval will assure compliance with these requirements.

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

Finding of Fact:

The site is served by Garvey Avenue, which is classified as a major arterial street and fulfills the standard design requirements for its classification. The access and circulation of the site will remain unchanged.

- 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 of the subject property is Regional Commercial and the property is within the Auto District. The Auto District is intended to function as the automobile sale and service destination in the City. The proposed building would be consistent with the General Plan, provided that a Conditional Use Permit is approved by the Planning Commission.

SECTION 7 – DESIGN REVIEW FINDINGS. All necessary findings for the granting of Design Review No. 06-16 to construct a new 2,400 square foot building on a 28,820 square foot lot, located in the C-3 (General Commercial) zone, pursuant to Chapter 17.22.060 (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 applicant is proposing to construct a new 2,400 square foot building on a 28,820 square foot property. The project site is zoned C-3 (General Commercial), which permits the construction of a new building upon approval of a Design Review by the City's Planning Commission. The new building location and landscaping was selected to reduce potential impacts to the residentially used properties adjacent to the northeast of the subject property. The overall placement, massing, and design of the proposed building will not be detrimental to the public health or welfare or injurious to the adjacent properties.

- 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 building is proposed to be situated along the rear of the property and will use contemporary materials and styles that are consistent with existing buildings. New landscape planters are proposed along the north property line and portions of the east and west property lines. Staff has determined that the overall site plan design and placement of the proposed building is consistent with the City's Comprehensive Design Guidelines and will be a development that is aesthetically pleasing for the community.

- 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:

The proposed site plan was carefully considered by the applicant. The proposed building is situated in the rear of the property and offset from the residentially used properties. Additional landscape will be provided to act as a buffer for the residentially used property. Staff has determined that the design and layout of the building will not interfere with the existing or future enjoyment of adjacent properties and uses.

- 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;

Finding of Fact:

The architecture of the proposed building matches the architectural style of the existing buildings. The proposed building will be painted using two-toned colors to match the existing colors on the property. Overall, the proposed colors and materials and scale of the building create a design that is consistent surrounding properties, the City's Comprehensive Design Guidelines, and the General Plan requirements.

- 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 landscape on the property exceeds the minimum square footage requirements as specified in the EMMC. The landscape areas are methodically proposed along the north, east, and west property lines to provide even distribution of landscape areas, but also serve as an element to break up the continuous concrete area of the proposed parking lot.

- F. The architectural design, layout and site configuration is consistent with the City's adopted "comprehensive design guidelines."

Finding of Fact:

The proposed architecture of the building incorporates modern materials, decorative elements, and reduced massing. The project as proposed is consistent with the City's Comprehensive Design Guidelines.

SECTION 8 – APPROVALS AND CONDITIONS. The Planning Commission determines that the project is Categorically Exempt under Article 19 Section 15303 (Class 3 – New Construction and Conversion of Small Structures) 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. 22-17 and Design Review No. 08-17 subject to the following recommended conditions:

PROJECT GENERAL

1. The project shall substantially conform to Conditional Use Permit No. 20-16 and Design Review No. 06-16 presented to the Planning Commission on September 25, 2018.
2. The Conditional Use Permit No. 20-16 and Design Review No. 06-16 approval as contained herein shall be effective for a period of twelve (12) months from the date of effective approval.
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 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.
5. All activities on the property shall comply with the City of El Monte Noise Ordinance at all times.
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.

LEGAL

7. 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

8. 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.
9. The project must 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.
10. 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.
11. 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.
12. All onsite activities shall comply with the City of El Monte Noise Ordinance at all times.
13. Automatic gas shut off/earthquake safety valves shall be installed for each gas meter location.

14. Fire protection facilities; including access, must be provided prior to and during construction.
15. All staging areas and storage of equipment and materials shall be set back from adjacent residential uses.
16. 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.
17. 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.

OPERATION STANDARDS

18. Uses on the subject property shall be limited to auto body/repair. Any change in occupancy that would create a more intense use will require a new Conditional Use Permit to be approved by the Planning Commission.
19. The hours of operation shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday and closed on weekends. Only office related uses and janitorial activities may extend outside of normal business hours between 7:00 a.m. to 7:00 p.m. Monday through Sunday.
20. The site and the public R.O.W. adjacent to any portions of the site, shall be kept free of weeds, trash, or other debris, and that abandoned vehicles be promptly reported, pursuant to the Municipal Code and Los Angeles County Fire and Health Codes at all times.
21. All onsite parking spaces shall be accessible and free of obstructions and can only be used for parking of operable vehicles at all times.
22. 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.
23. 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, supplies, or inventory shall be permitted outside of any building.

ARCHITECTURE

24. Add decorative paving at the driveway entrances and at the building entrance.
25. The applicant shall install bike racks/bike storage on-site. The design shall be approved by the Planning Division prior to the issuance of building permits.
(Added by the Planning Commission on 9/25/2018)

UTILITIES AND MECHANICAL EQUIPMENT

26. All onsite utilities service lines shall be underground and not visible to the public view.
27. 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.
28. All mechanical equipment placement and screening shall be included on the composite development 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 and located out of public view or be architectural integrated into the project design. Plant material is not an acceptable screening device.

LANDSCAPING

29. The applicant shall be required to submit to the Planning Division for review and approval of a detailed landscape/irrigation plan for the site that is prepared by a State Licensed Landscape Architect. 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).
 - b. An automatic timed underground irrigation system shall be installed and maintained for each landscaped area.
30. 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.

31. All required trees shall be a minimum 36" box. The applicant shall maximize the number of box shade trees along Garvey Avenue to the satisfaction of the City's Landscape Technician.
32. All landscape and irrigation areas shall be installed prior to a certificate of occupancy as outlined in a construction phasing plan, which shall be approved by the City's Landscape Technician.
33. The applicant shall work with staff to plant additional shade trees and improve the landscape planter or buffer along the property lines.

FIRE DEPARTMENT

34. The required fire flow for this development is 1250 gallons per minute for two (2) hours. The water mains in the street fronting this property must be capable of delivering this flow at 20 psi residual pressure. One (1) hydrant flowing simultaneously may be used to achieve the required fire flow.
35. All fire hydrants shall be 6" x 4" x 2 1/2" and conform to AWWA C503-75 or approved equal standard. All installations must meet Fire Department specifications. Fire hydrant systems must be installed in accordance with the Utility Manual of Ordinance 7834 and all installations must be inspected and flow tested prior to final approval. Install one (1) fire hydrant.
36. Water: A public fire hydrant is required for installation. Provide verification that the hydrant has been bonded and provide a timeline for installation. Install the fire hydrant 300' westerly of the existing public fire hydrant located on Garvey Avenue.
37. All City and LA County Fire Department standards and conditions shall be implemented prior to final inspection and prior to occupancy of the building.

ENGINEERING AND PUBLIC WORKS

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.

General:

38. Development Impact Fees associated with this project include but are not limited to the following fees and deposits; applicable sewer fee, street fee, storm drain fee, traffic fee, quimby (Parkland Fees), deposits, technology enhancement fees, and all applicable fees associated with demolition of existing structures, drainage, site development, and construction are based on actual square footage of any commercial development.
39. Developer shall obtain approval from the Los Angeles Fire Department (LACFD) for development's fire protection, fire flow requirements, access for development, etc. and shall construct all Fire Department required improvements. LACFD approval will be required:
 - i. Prior to Grading/Building Permits (LACFD Building Division)
40. Environmental Documentation. The time limits set forth in this chapter for taking action on tentative maps shall not be deemed to commence until the environmental documentation for the subdivision is completed in compliance with the California Environmental Quality Act (CEQA). The subdivision may be determined to be exempt, an Initial Study is completed and a Negative Declaration (ND) Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR), as appropriate, is prepared, processed, and a final environmental document, prepared in accordance with the provisions of CEQA is available for concurrent consideration with the tentative map. The subdivider shall provide such additional data and information and deposit and pay such fees as may be required for the preparation and processing of environmental review documents pursuant to the city's procedures for implementation of CEQA.
41. Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans, tentative tract/parcel maps and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
42. Engineering Geology and/or Seismic Safety Report. A preliminary engineering geology and/or seismic safety report, prepared in accordance with Los Angeles County guidelines, is required if the subdivision lies within a "medium risk" or "high risk" geologic hazard area, as shown on maps on file contained within the safety element of Los Angeles County.
43. Comply with the City's ordinance 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.

44. 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.
45. No encroachment into the City right-of-way from private property will be allowed.
46. 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.

Grading and Drainage:

47. 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.
48. Soils Report. A preliminary soils report prepared in accordance with the city's grading ordinance shall be submitted. If the preliminary soils report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, the soils report accompanying the final map shall contain an investigation of each lot within the proposed development.
49. A Hydrology Study Report, based on a 50-year frequency design storm for Capitol Facilities and a 25-year frequency design storm for all other instances as dictated by the LA County DPW 2006 Hydrology Manual, must be submitted to the Engineering Division. The study must provide hydraulic calculations based on the given area and the ability of the existing storm drain infrastructure to receive and support the allotted drainage runoff. Drainage calculations shall adhere to City of El Monte standards, NPDES, and environmental regulations and requirements.
50. Historical drainage patterns from adjacent properties shall be identified and maintained. The project shall accept and include in the drainage design any current drainage from adjacent properties.
51. Trash Enclosures must comply with Planning Department requirements, have a solid cover, designed to contain fluids, and fitted with a drain that connects to the Sewer.
52. 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.
53. 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.

- i. Filtration and infiltration methods must be used to defray a large percentage of the storm water runoff into the storm drain system

Sewer:

54. Engineer to 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.
 - ii. Sewer cleanouts must be positioned at 100-foot intervals on the lateral coming off the main sewer line.
 - iii. Applicant must obtain Will Serve Letter from County Sanitations District of Los Angeles County.

Water:

55. It is the 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. Provide acceptable analysis to verify sufficient water pressure and flow for:
56. 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.
 - iv. Engineer shall submit copy of all water system improvement plans and calculations required and approved by San Gabriel Valley Water Company for coordination and verification.
57. All existing water services no longer required as part of this development shall be abandoned at the mainline.
58. Relocate existing water meter out of existing drive approaches.

Overhead Utilities:

59. Developer shall underground any existing overhead utilities that are to serve the Project site. The final scope and design of the undergrounding of these overhead facilities is subject to SCE and other relevant utility provider approval.
60. Any utility poles conflicting with the proposed improvements shall be relocated at the applicant's expense.

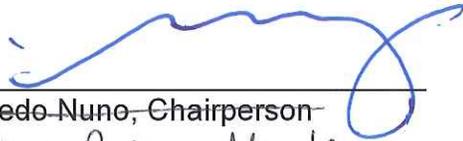
Parking Lot and Driveways:

61. 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.
62. All drive approaches shall be ADA compliant. Insufficient width in the parkway will require applicant to dedicate an easement at each drive approach to the City to accommodate a compliant drive approach.

Street and Traffic:

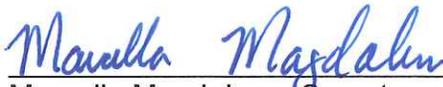
63. Prepare offsite improvement plans as necessary and provide an engineer's estimate for all public improvements. All offsite improvements shall be in complete compliance with the Americans with Disabilities Act (ADA).
64. Traffic control plans must be signed by a licensed State of California Traffic Engineer and submitted for review and approval.
65. 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.
66. 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
67. 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.
68. Developer shall remove all existing curb paint and replace in kind on all curbs fronting the proposed development.
69. Parkway trees shall be installed by the applicant with a minimum of one (1) tree per every twenty four (24) linear feet of street frontage per the City of El Monte Tree Ordinance. The quantities, species, and locations of the trees shall be directed by the City of El Monte Public Works Department.

SECTION 9 – PLANNING COMMISSION APPROVAL. 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.



Alfredo Nuno, Chairperson
Maria Romero-Morales

ATTEST:



Marcella Magdaleno, Secretary
El Monte City Planning Commission

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

I, Marcela 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. 3518 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on September 25, 2018 by the following votes to wit:

AYES: *Morales, Peralta, Wong*

NOES:

ABSTAIN:

ABSENT: *Nuño, Wu*



Marcella Magdaleno, Secretary
El Monte City Planning Commission



CITY OF EL MONTE

Community and Economic Development
Planning Division

Planning Application

- Change of Zone
- Code Amendment
- Conditional Use Permit
- Design Review
- General Plan Amendment
- General Plan Conf. Finding
- Initial Plan Review
- Modification
- Tentative Tract Map
- Revision to Approved Plan
- Specific Plan/Amendment
- Lot Division (Tentative Parcel Map)
- Time Extension
- Variance
- Zoning Clearance
- Other:

FOR PLANNING USE ONLY

Date Received: 8/15/20
 Received By: jm
 Assigned To: jm
 Case No(s): DR 06-16 } time extension
UP 20-14
 Receipt No. 191049

Project Address: 12243 Garvey Ave Assessor's Parcel Number: _____
 Zoning: _____ Lot Size: _____ Landscape Square Footage: _____
 General Plan Designation: _____ Present Use of Property/Existing Improvements: _____

Applicant's Name: NAREG KHODADADI
 Address: 213 N. ORANGE ST. STE 3E Telephone Number: 818-823-7286 Fax Number: _____
 City: GLENDALE Zip Code: 91203 Email: NAREG.K@DESIGNURK.COM

Contact Person: SAME AS ABOVE
 Address: _____ Telephone Number: _____ Fax Number: _____
 City: _____ Zip Code: _____ Email: _____

Property Owner's Name: HOVSEP HAKOPYAN
 Address: 12243 GARVEY AVE. Telephone Number: _____ Fax Number: _____
 City: EL MONTE Zip Code: 91732 Email: _____

Project Description: Request for one year time extension, to October 5, 2020

Owner's Affidavit

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

I/WE HOVSEP HAKOPYAN

BEING DULY SWORN, DEPOSE AND SAY, THAT I/WE AM/ARE THE OWNER (S) OF THE PROPERTY INVOLVED IN THIS PETITION, AND THAT THE FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWITH SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF KNOWLEDGE AND BELIEF.

SIGNATURE: [Signature]
ADDRESS: 12243 GARVEY AVE
CITY: ELMONTE CA. 91732
TELEPHONE: _____

SIGNATURE: _____
ADDRESS: _____
CITY: _____
TELEPHONE: _____

NOTE: This application must be signed by the same persons, and in the same manner as that in which title is held. Before signing, please examine your deed or title insurance policy.

[Signature]
Applicant's Signature

7/9/20
Date

Office Use

Date: 8/5/2020 Received By: jm File Number: CUP NO. 20-16
DR NO. 06-16

* The Application form being signed under penalty of perjury does not require notarization.

Updated 5/2020

TO: CITY PLANNING COMMISSION

FROM: BETTY DONAVANIK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

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

BY: CRISTINA GRACIANO
ASSOCIATE PLANNER

SUBJECT: REVOCATION PROCEEDINGS FOR CONDITIONAL USE
PERMIT (CUP) NO. 24-05 KARAOKE LIVE
ENTERTAINMENT

LOCATION: 10520 LOWER AZUSA ROAD

BUSINESS OWNER: HAPPY KTV, INC.
10520 LOWER AZUSA ROAD
EL MONTE, CA 91731

PROPERTY OWNER: MIDWAY PLAZA, LLC
11100 VALLEY BLVD. STE 316
EL MONTE, CA 91731

RECOMMENDATION: INITIATE REVOCATION PROCEEDINGS FOR CUP NO.
24-05

REQUEST

Staff requests that the Planning Commission initiate revocation proceedings for Conditional Use Permit (CUP) No. 24-05 pursuant to El Monte Municipal Code (EMMC) Section 17.24.100 - Revocation. Initiating revocation proceedings does not require an immediate decision by the Planning Commission on the CUP's status. Rather, the initiation gives Staff direction to prepare supporting information for the Planning Commission to consider at the next regularly scheduled meeting (September 8, 2020).

BACKGROUND

On October 11, 2005, the Planning Commission adopted Resolution No. 3003 approving Conditional Use Permit No. 24-05 to allow the establishment of a live entertainment facility with karaoke in an existing tenant space at 10520 Lower Azusa

Road. The business, Happy KTV, has been in operation since 2006. On June 26, 2007, the Planning Commission adopted Resolution No. 3113 denying a Revision to CUP No. 24-05 to extend their operating hours. The Planning Commission cited existing concerns due to the karaoke establishment, such as non-compliance with the Conditions of Approval, unwanted nuisances, and additional burdens on enforcement. Subsequently, on July 14, 2009, the Planning Commission adopted Resolution No. 3192 to extend the hours of operation for the existing karaoke establishment.

Recently, it has come to the attention of City Staff that the business is not operating in compliance with their Conditions of Approval (COA). This includes not providing security footage or access for inspection when requested by city officials (COA Nos. 4 and 12) and obstructing the view of the interior of the building (COA No. 11). Pursuant to EMMC Section 17.24.100.C, a CUP may be revoked if the Planning Commission finds that one or more of the following conditions exist:

1. The conditional use permit was obtained in a fraudulent manner;
2. The conditional use permit is being, or has been, exercised contrary to the conditions of approval imposed upon such permit;
3. The conditional use permit is being, or has been, exercised in violation of any federal, state, or local law or is in violation of approved conditions of approval;
4. The use for which the conditional use permit was granted is being exercised so as to be detrimental to the public health or safety, or so as to constitute a nuisance.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission initiate revocation proceedings for CUP No. 24-05 during a public hearing to be held on the next regularly schedule Planning Commission meeting (September 8, 2020).

ATTACHMENTS:

1. Resolution No. 3003
2. Resolution No. 3113
3. Resolution No. 3192

RESOLUTION NO. 3003

A RESOLUTION OF THE CITY PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, GRANTING APPROVAL UPON SPECIFIED CONDITIONS, CONDITIONAL USE PERMIT NO. 24-05 FOR THE ESTABLISHMENT AND OPERATIONS OF AN ENTERTAINMENT (KARAOKE TV) ESTABLISHMENT IN THE C-2 (RETAIL COMMERCIAL) ZONE AND ADOPTION OF A CATEGORICAL EXEMPTION FOR THE PROPERTY LOCATED AT 10520 LOWER AZUSA ROAD EL MONTE, CALIFORNIA.

The City 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. That on July 7, 2005, there was filed by David Wankou Shen, 3819 Delta Avenue, Rosemead, CA 91770, an application for approval of Conditional Use Permit No. 24-05 to establish an entertainment (Karaoke TV) establishment in the C-2 (Retail Commercial) zone to be located within a 5,000± square-foot tenant space in an existing retail commercial center (Midway Plaza). The request is pursuant to Section 17.24.040(23) of the El Monte Municipal Code. The tenant space is located at 10520 Lower Azusa Road, El Monte, California, and described as follows, to-wit:

Parcel 1 of Parcel Map No. 304, in the City of El Monte, County of Los Angeles, State of California, as per map filed in Book 69, Page(s) 5 and 6 of Parcel Maps, in the office of the County Recorder of said county.

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider the Conditional Use Permit before this Commission on September 27, 2005, at which time all interested persons were given full opportunity to be heard and present evidence.

SECTION 2. That the subject site is located on the south side of Lower Azusa Road between Arden Way and Pal Mal Avenue and is zoned C-2 (Retail Commercial). The Center is commonly known as the Midway Plaza. The property is irregular in shape and contains approximately 7.69 acres of land area. It is currently developed with a multiple tenant retail shopping center with one and two-story buildings and surface parking. The existing tenant space encompasses approximately 5,000± square feet. Other existing uses within the Center include a bowling center, a financial institution, restaurants, retail shops, private educational and religious

facilities, and various professional and medical offices. The existing zoning and land uses of the surrounding properties are as follows:

North: R-3 (Medium Density Multiple Family), Residential
South: R-1A (One Family Dwelling), Residential
East: R-3 (Medium Density Multiple Family), Residential
West: C-3 (General Commercial) Retail

SECTION 3. That in accordance to the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970, and the CEQA Guidelines as amended, this project qualifies as a Categorical Exemption pursuant to Section 15301 (Class 1- Existing facilities) of the CEQA Guidelines, as amended.

SECTION 4. That the site has a General Plan Land Use designation of General Commercial with a consistent implementing zone of C-2 (Retail Commercial). The proposed Karaoke TV (KTV) use in the C-2 zone is consistent with the General Commercial Land Use designation and the implementing C-2 zoning.

SECTION 5. That all the necessary findings for the granting of the Conditional Use Permit pursuant to Section 17.24.50 can be made in a positive manner and are as follows:

1. 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 use is a KTV facility and is approved under a conditional use permit with implementing conditions that will ensure compliance with local regulations and design standards, and will provide an entertainment venue that is not currently available in the City. The use is proposed to be located in a commercial retail center that consists of various retail, service, and entertainment uses and is one that is compatible in the zone. The approval of this 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.

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

Finding of Fact:

Pursuant to Section 17.24.040(23) of the El Monte Municipal Code, the proposed KTV establishment is permitted with the approval of a conditional use permit by the City Planning Commission.

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

Finding of Fact:

The proposed establishment is located in the Midway Plaza, a multi-tenant retail commercial center that has been designed in accordance with local standards at the time

of approval and having necessary facilities and improvements that is able to accommodate the proposed inclusion of a KTV establishment.

4. 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 accessible from Lower Azusa Road, a Major Arterial. This street complies with the standard design requirements and is able to accommodate the amount of traffic generated by the proposed use.

5. The granting of such conditional use permit will not adversely affect the purpose, goals, and policies of the City of El Monte General Plan.

Finding of Fact:

The site has a General Plan Land Use designation of General Commercial with a consistent implementing zone of C-2 (Retail Commercial). The proposed Karaoke TV (KTV) use in the C-2 zone is consistent with the General Commercial Land Use designation and the implementing C-2 zoning. The proposed project is consistent with the Land Use Element of the El Monte General Plan.

SECTION 6. That the City Planning Commission does hereby find that the project is Categorically Exempt pursuant to Section 15301 (Class 1- Existing Facilities) of the CEQA Guidelines as amended and does hereby approve the Conditional Use Permit subject to the following conditions:

1. The proposed improvements and floor plan must be in strict compliance with the approved plans on file in the Planning Division and as presented to the City Planning Commission on September 27, 2005.
2. The total floor area shall not exceed 5,000± square feet.
3. The hours of operation shall be no earlier than 8:00 a.m. seven days a week; no later than 1:00 a.m. Monday through Friday mornings (commonly thought of as Sunday night through Thursday night); and no later than 2:00 a.m. on Saturday and Sunday mornings (commonly thought of as Friday and Saturday nights).
4. A security plan shall be submitted to the police department for review and implemented to the satisfaction of the Police Department prior to issuance of an occupancy permit. This plan shall include installation of high quality video recording equipments; a lighting plan providing adequate lighting intensity for all hallways, waiting areas, access doors, and storage areas; and a plan for the rotation and replacement of the proposed recording medium. Video recording equipment shall be installed and sufficient to monitor and record the interior public counter and entrance area at all times the business is operating. The video recording equipment should be installed in such a manner that all persons entering and leaving the business establishment through the front public entrance are visually recorded. The video tape recordings for each day of operation must be maintained and stored on the premises for a minimum of thirty (30) calendar days after the recordings are made in the event those video recordings need to be viewed or taken by the Police Department and/or Code Enforcement Unit. The business agrees that the required video tape recordings shall be turned over to any member of the Police Department or Code Enforcement Unit upon demand.
5. The business shall agree to hire and maintain either an armed and/or unarmed security guard(s) if in the opinion of the Code Enforcement Supervisor of the El Monte Police

Department, the conditions or activities occurring thereon warrant it. The number and kind of security guards to be hired (unarmed or armed), the dates and times they shall be on-duty, and the guard company selected by the business shall be subject to approval by the Code Enforcement Supervisor of the El Monte Police Department. If the Code Enforcement Supervisor decides that it is necessary that security guards need to be hired by the business, and the business disagrees with the Code Enforcement Supervisor, or disagrees with the Code Enforcement Supervisor on the number or kind of security guards to be hired, the dates and times that the guards shall be on-duty, or the Code Enforcement Supervisor's rejection of the business' choice of security guard company to be hired, the business may appeal the Code Enforcement Supervisor's decision to the Planning Commission.

6. The operator shall submit to the Police Department, the contact information for the manager or the person responsible for the business establishment prior to issuance of the occupancy permit, when there is a change in contact, and on an annually basis prior to January 1st of each calendar year.
7. All KTV rooms shall provide high visibility by use of clear transparent glass in doors and windows in the walls that enclose the KTV rooms. Glass shall be clear, not tinted, and shall not have any curtains, drapes, blinds, or any other thing that would obstruct the view in any way from the outside of the room. The primary frontage wall to the tenant space and all private room partition walls adjacent to an access hallway and the access door to the room shall be designed to have at least a 60/40 glazing to wall ratio and must provide complete visibility to the interior of the establishment and of each KTV room at all times. The glass panel in the KTV room doors shall be at least 36 inches in height and 24 inches in width. The glass panels in the KTV room wall shall be at least 60 inches in height and 48 inches in width. Submit a design plan to the Planning Division and the Police Department for review and approval prior to issuance of a building permit.
8. Proposed equipments and furnishing for each room may not be placed or installed in a manner that will block the required visibility into the interior of each room. Submit a revised floor showing the proposed layout of the establishment and of the individual rooms for review and approval prior to issuance of a Building Permit.
9. The business shall not permit, allow, or cause any telephone apparatus to be installed on the exterior of the business, nor anywhere on the grounds of the business, except for the interior of the business.
10. All interior doors that enclose the KTV rooms shall not be equipped with locking devices of any kind.
11. All windows shall be free from advertisements, decorations, or any other form of obstruction which would tend to obscure the view of the interior of the business from the outside of the business.
12. All rooms in the establishment shall be available for inspection by members of the Police Department and/or Code Enforcement Unit at all times.
13. There shall be no form of gambling whatsoever allowed to occur within the business at any time. No gambling devices which includes, but is not limited to, dice, playing cards, coin operated video gambling machines or any other thing used for the purpose of gambling shall be allowed within the business establishment at any time. This condition shall not apply to games or devices operated by or allowed under contract with the California State Lottery.
14. No smoking of any tobacco products shall occur within the business at any time. "No Smoking" signs shall be posted and visible at all times in each KTV room and at the public counter. No tobacco products including, but limited to, cigarettes, cigars, pipes, lighters,

ash trays, or any other tobacco related product or thing shall be sold, displayed, stored, or used within the business at any time. The business shall provide an approved ashtray device for the outside of the business for its customers to use who choose to smoke outside.

15. A hard-wired smoke detector connected to the electrical system and approved by the city Building & Safety Department shall be installed in each KTV room, restroom, and enclosed office area. The required smoke detectors shall be operable and in working condition at all times. If any required smoke detector is inoperable or missing for any reason, then that KTV room shall not be utilized until the required smoke detector is repaired and functional.
16. The business shall be responsible for maintaining the private sidewalk and courtyard area immediately in front of the public entrance of the establishment free of trash, litter, debris, and cigarette butts.
17. All exterior wood doors shall be of solid-core construction with a minimum thickness of one and three-fourths (1 ¾) inches.
18. All exterior doors, during the hours of darkness shall be illuminated with a minimum of one (1) foot candle of light at ground level. All exterior bulbs shall be protected by weather and vandalism-resistant covers.
19. Parking lots and access thereto, shall be provided with a maintained minimum of one (1) foot candle of light on the parking surface, from dusk until the termination of every business operating day.
20. Only low-profile plants, bushes, and shrubbery shall be used near windows, doors, and walkways. This landscaping shall be maintained in a fashion so as to deter, and prevent the concealment of a person.
21. Light dimmers or flashing lights are prohibited in the business establishment.
22. All electrical components and lighting shall be maintained in proper working condition at all times.
23. The restrooms within the facility shall be kept clean and sanitary at all times the business is operating. This shall include, but is not limited to, the provision of toilet paper, hot & cold water, soap, hand towels, a working and clean toilet, a trash receptacle of sufficient size to handle the waste generated by the customers, and the removal of any graffiti or obscene etchings, stickers, markings, or other vandalism. A deodorizer of some type shall be provided to eliminate or reduce to the greatest possible extent any obnoxious or foul odors. All public restroom facilities shall have automatic (sensor) flow control and flushing devices installed.
24. The operator of the establishment shall submit a rental procedure and form requiring the name, address, home phone number, and driver's license number or identification card number from a valid government issued driver's license or identification card of the customer renting the KTV room on a daily log. This form shall also include information regarding the duration and time of rental, the room number and total number of people in a party using the room. The business establishment shall record the logs for each day of operation and must be maintained and stored on the premises for a minimum of thirty (30) calendar days in the event those logs need to be viewed or taken by the Police Department and/or Code Enforcement Unit. The information collected in this condition shall be kept in a daily log and must be made available for inspection upon request by a City staff member.
25. All persons under 18 years of age must be accompanied by a person possessing a valid government issued photo identification card that is at least 18 years or older at all times.

26. No person under the age of eighteen (18) shall be allowed within the business establishment after 10:00 p.m. Customers shall show a valid driver's license or identification card issued by the State of California, or a valid form of photo identification issued by another government agency of the United States, to verify their age.
27. At least one supervisor twenty-one (21) years of age or older shall be on-duty within the business establishment at all times the business is open or operating.
28. The sales, storage, and consumption of, or the allowance for patrons to bring alcoholic beverages into the establishment is strictly prohibited and shall constitute a violation of the CUP as approved herein. Any persons violating this condition shall be subject to escalating enforcement by the City. The violation of this condition shall also cause the immediate initiation of revocation proceedings of the CUP by the Planning Division at a non-public hearing before the City Planning Commission.
29. The maximum occupancy of each KTV room and of the facility shall not exceed 99 people total. The maximum occupancy for the facility and for each room shall be posted in a conspicuous location as approved by the Chief Building Official.
30. The approved use is a KTV facility for rental to the general public providing sing-along entertainment activities through the use and playback of pre-recorded music only. Incidental uses may only include sales of non-alcoholic drinks.
31. The offering of hosted services is strictly prohibited. Example of such a service may include but is not limited to providing a host emcee, a snack service host, or a hospitality host.
32. All forms of live entertainment or live performances are strictly prohibited.
33. Live professional dancers, whether paid or not paid, are prohibited within said business establishment.
34. This establishment is not permitted as an adult business as defined and regulated under Chapters 17.76 and 5.98 of the El Monte Municipal Code. As such, all forms of visual or audio media contained sexually explicit contents regulated by these chapters are prohibited. At no time shall any adult activities regulated by Chapters 17.76 and 5.98 of the El Monte Municipal Code occur or be allowed to occur within the business establishment.
35. Only non-alcoholic beverages may be permitted to be consumed within the subject establishment. Food preparation and cooking equipments are not permitted.
36. The use, storage, display, or sales of adult and/or pornographic visual material in the form of videos, CD's, DVD's, slides, magazines, or pictures shall be prohibited within said business establishment.
37. All Building Department, Engineering Department, and Los Angeles County Fire Department standards and conditions shall be complied with.
38. The conditional use permit approval as contained herein shall be effective for a period of one hundred and eighty (180) days from the date of final approval thereof; provided however, that prior to such date, building permits or a time extension shall have been obtained from the City.
39. By the 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.

40. Any forms of graffiti must be removed from any interior/exterior surfaces to the structures and improvements on the property within 72 hours following the application of the graffiti. Graffiti shall be removed by either painting over the evidence of such vandalism with a paint, which has been color-matched to the surface to which it is applied or graffiti may be removed with solvents or detergents, as appropriate.
41. No music or noise shall be permitted that is of such volume as to constitute a violation of the city's noise ordinance. The business establishment shall not engage in activities, or allow any activities to occur within or immediately outside the business that would constitute a public or private nuisance under either city or state law. Furthermore, all activities must comply with the local noise regulations at all times.
42. The site is kept free of weeds, trash, or other debris, and that abandoned vehicles be promptly reported, pursuant to the Municipal Code and Los Angeles County Fire and Health Codes at all times.
43. Any proposed changes to the approved use, hours of operations, floor area, interior layout and design, services rendered, etc... shall subject to review and approval by the City Planning Commission prior to implementation.
44. After 180 days after the issuance of a Certificate of Occupancy, the conditional use permit as approved herein shall be subject to a review by the City Planning Commission at a non-public hearing to evaluate the operations of the use approved herein. As part of this evaluation, the applicant shall submit two sets of mailing labels containing most current address of all property owners within a 300-foot radius of the subject site. If determined necessary, the City will utilize the labels to notify these property owners of the review by the City Planning Commission.
45. All conditionals of approval shall be printed directly on the development plans to be submitted to the Building Division for issuance of an occupancy permit.
46. The approval conditions of this CUP shall be printed and be posted in a conspicuous area near the entrance and at the cashier area and must be legible and visible within a six-foot distance from the print location.
47. Noncompliance with any listed conditions shall constitute a violation of the CUP as approved herein and shall cause the immediate initiation of revocation proceedings of the CUP by the Planning Division at a non-public hearing before the City Planning Commission.
48. All applicable conditions of approval shall be met prior to issuance of an occupancy permit by the Building Division.

SECTION 7. That the Secretary of the City Planning Commission of the city of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.


Tom Biddrowski, Chairperson

ATTEST:


Bertha Mejia, Secretary
El Monte City Planning Commission

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

I, Bertha Mejia, 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. 3003 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on October 11, 2005, by the following votes to wit:

AYES: CHING, GARCIA, ZAPATA

NOES: BOBADILLA

ABSTAIN: GARNER

ABSENT:


Bertha Mejia, Secretary
El Monte City Planning Commission

RESOLUTION NO. 3113

A RESOLUTION OF THE CITY PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, HEREBY DENYING WITHOUT PREJUDICE A REVISION TO CONDITIONAL USE PERMIT NO. 24-05 TO AMEND THE OPERATING HOURS FOR LIVE ENTERTAINMENT ESTABLISHMENT LOCATED AT 10520 LOWER AZUSA ROAD, EL MONTE, CALIFORNIA.

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

SECTION 1. That on February 28, 2007, there was filed by David Shen, 3819 Delta Avenue, Rosemead, California, 91770, an application for a Revision to Conditional Use Permit No. 24-05 to amend the operating hours for a live entertainment establishment located at 10520 Lower Azusa Road. The proposed project was approved pursuant to Chapter 17.24.040(23) of the El Monte Municipal Code. The property is located at 10520 Lower Azusa, El Monte, California, and described as follows, to-wit:

APN: 8576-002-015

Pursuant to which after due notice as required by law, a public hearing was held to consider the project before this Commission on April 24, 2007, at which time all interested persons were given full opportunity to be heard and present evidence.

SECTION 2. The project site is located on the south side of Lower Azusa Road, east of Arden Way. The subject property is irregularly shaped and measures 334,976± square feet. The parcel is currently improved with a multiple-tenant retail center, which will remain as part of this proposal. Surrounding properties are zoned and developed as follows:

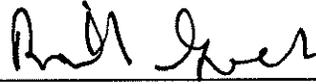
North: R-3 (Medium Density Multiple Family), Residential
South: R-1A (One Family), Residential
East: R-3 (Medium Density Multiple Family), Residential
West: C-3 (General Commercial), Retail

SECTION 3. That the site has a General Plan land use designation of Neighborhood Commercial with an implementing zone of C-2 (Retail Commercial). The current use of the property as a live entertainment establishment is consistent with the zoning and General Plan designation. The extension of the current hours of operation, however, may attract unwanted nuisances to the site and exacerbate existing problems. Additionally, the proposed

amendment to the hours of operation will place additional burdens on the City to enforce compliance with applicable rules and regulations. Due to these negative impacts, the Planning Commission finds that granting of the revision will be detrimental to the public health and welfare and be injurious to the property and to improvements in such zone and vicinity. The approval of the proposal as submitted does not promote good planning and design practices and does not meet the General Plan's objective of improving the built environment.

SECTION 4. That the City Planning Commission does hereby deny without prejudice the request for approval of Revision to Conditional Use Permit No. 24-05.

SECTION 5. That the Secretary of the City Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.



Norma Edith Garcia, Chairperson

ATTEST:

for


Bertha Mejia, Secretary
El Monte City Planning Commission

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

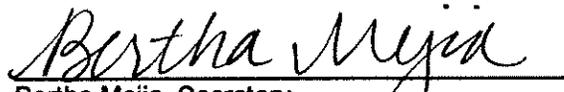
I, Bertha Mejia, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3113 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on June 26, 2007, by the following votes to wit:

AYES: GARNER, PATEL, WOLSDORF, ZAPATA

NOES:

ABSTAIN:

ABSENT: GARCIA


Bertha Mejia, Secretary
El Monte City Planning Commission

RESOLUTION NO. 3192

MAILED
7-15-09 AC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING CONDITIONAL USE PERMIT NO. 24-05 TO AMEND THE HOURS OF OPERATION FOR A LIVE ENTERTAINMENT ESTABLISHMENT LOCATED AT 10520 LOWER AZUSA ROAD, EL MONTE, CALIFORNIA.

The City 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. That on June 1, 2009, there was filed by David Shen and Happy KTV, 10520 Lower Azusa Road, El Monte, California, 91731, an application to amend Conditional Use Permit No. 24-05 to amend the hours of operation for a live entertainment establishment located within an existing multiple tenant retail center in the C-2 (Retail Commercial) zone. The request is made pursuant to Section 17.24.040(23) of the El Monte Municipal Code. The property is located at 10520 Lower Azusa Road, El Monte, California, and described as follows, to-wit:

APN: 8576-002-015

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider the revision to Conditional Use Permit 24-05 before this Commission on June 23, 2009, at which time, all interested persons were given full opportunity to be heard and present evidence. At that meeting, the Planning Commission voted 4-0-1 (Macias, Absent) to approve the project.

SECTION 2. That the subject property is located on the south side of Lower Azusa Road, east of Arden Way. The project site is irregularly shaped and measures 334,976 square feet. The parcel is currently improved with a multiple tenant retail center, which will remain as part of this proposal. The existing zoning and land uses of the surrounding properties are as follows:

North: City of Temple City
South: R-1A; Residential
East: C-3; Commercial and Residential
West: C-3; Commercial

SECTION 3. 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 the project to be Categorical Exempt (Class 1-Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is necessary.

SECTION 4. That the site has a General Plan land use designation of General Commercial with a consistent implementing zoning of C-2 (Retail Commercial). The live entertainment use is consistent with the General Plan land use designation and the implementing C-2 zoning.

SECTION 5. That the proposed amendment is consistent with all of the affirmative findings contained in the original entitlement's approving resolution (Planning Commission Resolution No. 2923) and are hereby incorporated by this reference.

SECTION 6. That the City Planning Commission determines that the project is Categorical Exempt (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 the amendment to Conditional Use Permit No. 24-05 subject to the following conditions:

1. All conditions of approval from City Planning Commission Resolution No. 2923 are hereby incorporated and made a part of this application's approval. If a conflict should arise between the conditions contained herein and Resolution No. 2923, then the most restrictive condition shall prevail.
2. That the hours of operation on Saturday and Sunday mornings (commonly referred to as Friday and Saturday nights) shall be extended to 3 AM.

SECTION 7. That the Secretary of the City Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.



Norma Macias, Chairperson

ATTEST: 

Minh Thai, Secretary
El Monte City Planning Commission

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

I, Minh Thai, 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. 3192 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on July 14, 2009, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:



Minh Thai, Secretary
El Monte City Planning Commission