PLANNING COMMISSION
MEETING AGENDA

TUESDAY, AUGUST 15, 2023 AT 6:30 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

PLANNING COMMISSION MEMBERS
VICTOR CUEVAS, CHAIR
ALICIA MORALES, PLANNING COMMISSIONER
NATALIA LOMELI, PLANNING COMMISSIONER
JOELLANN VALDEZ, PLANNING COMMISSIONER
ARMANDO MEDINA, PLANNING COMMISSIONER

CITY STAFF
JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MONICA MERCADO-RODRIGUEZ, PLANNING MANAGER
NVAIR G. DEUKMEJIAN, DEPUTY ASSOCIATE ATTORNEY
SAMANTHA NEVAREZ, MANAGEMENT ANALYST

NOTICES

This Planning Commission Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California**. The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact Samantha Nevarez at (323) 887-1200 Ext: 493 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact us 24 hours before this meeting.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission meetings, you may address the Planning Commission in person the day of the meeting. Speakers will be required to complete a speaker card provided at the door and submit it to staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

Via Email: The public may also submit emailed comments via the following email address: *pcpubliccomment@montebelloca.gov* up until the day of the meeting, Tuesday, August 15, 2023 by 6:00 p.m. These comments will be submitted to all members of the Planning Commission and will not be read aloud, but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the Planning Commission. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the Planning Commission, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

RULES OF DECORUM:
Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: Agendas, Minutes, and Videos,

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA

PUBLIC COMMENTS (30 MINUTES)
At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS

PUBLIC HEARING

1. TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 08-23 recommending adoption of an ordinance of the City Council approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and

2. Adopt Resolution No. 06-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and

3.Adopt Resolution No. 07-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and

4. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

2. **CONDITIONAL USE PERMIT ("CUP") CASE NO. PC-2023-0007-CUP TO ALLOW THE ON-SALE DISPENSING OF BEER AND WINE IN CONJUNCTION WITH A BONA FIDE RESTAURANT (BAG O' CRAB) LOCATED AT 2501 VIA CAMPO BOULEVARD ("PROJECT SITE").**

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. ADOPT Resolution No. 12-23 approving CUP No. PC-2023-0007-CUP with conditions to allow the on-sale dispensing of beer and wine for the property located at 2501 Via Campo (Bag O' Crab restaurant); and

2. DETERMINE AND FIND that the project (ENV No. 07-23-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15301) - class 1 (Existing Facilities) because it involves negligible or no expansion of the existing or former use.

CONSENT ITEM(S)

3. **OBJECTIVE DEVELOPMENT STANDARDS**

RECOMMENDATION: Staff recommends the Planning Commission of the City of Montebello ("Planning Commission") review, receive and file this report and attachments and provide Planning Division staff with feedback regarding any additional action the Planning Commission would like to take related to the project.

4. **TENTATIVE PARCEL MAP ("TPM") NO. 01-20 REQUEST TO EXTEND THE EXPIRATION DATE FOR ONE (1) YEAR.**

RECOMMENDATION: It is recommended that the Planning Commission take the following action:

1. ADOPT Resolution No.10-23 for a one-year extension of Tentative Parcel Map ("TPM") No. 01-20 for the property located at 1234 South Montebello Boulevard ("Project Site"); and

2. DETERMINE AND FIND that the project (ENV No. 13-23-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) related to the "Common Sense Exemption".

PLANNING COMMISSION ORALS

Planning Commission member announcements; requests for future agenda items; conference/meetings reports.

ADJOURNMENT

The City of Montebello Planning Commission will adjourn to the next Regular Meeting on September 5, 2023 at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, Samantha Nevarez, Management Analyst for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Thursday, August 10, 2023 by 5:30 p.m.

ITEM # 1

CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Monica Mercado-Rodriguez, Planning Manager

SUBJECT: **TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

DATE: August 15, 2023

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 08-23 recommending adoption of an ordinance of the City Council approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and

2. Adopt Resolution No. 06-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and

3.Adopt Resolution No. 07-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and

4. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT:

In addition to the four (4) static sign faces removed under the Take Down Program, the City would receive the following community benefits: 1) a one-time Development Agreement signing bonus totaling $80,000 (signing bonus of $20,000 per sign face to be used to refurbish the City's existing on-premise sign located at 1600 W. Beverly Blvd., Montebello CA 90640); 2) an annual development fee totaling $40,000 per year ($10,000 per sign face) for the four (4) digital signs; 3) a one-time processing fee of $10,000 per digital sign; and 4) City use of the digital signs for advertising public service announcements and City-related public messages at no charge to the City, subject to available space.

BACKGROUND:

On October 18, 2022, the Planning Commission approved Resolution Nos. 10-22 and 11-22 recommending to the City Council to approve Development Agreement Nos. 02-22 and 03-22 to relocate in place existing double-faced static outdoor advertising signs with an enhanced outdoor advertising sign with digital display faces for the properties located at 1720 Bluff Road (DA No. 02-22) and 1633 Washington Boulevard (DA No. 03-22).

On November 16, 2022, the City Council adopted Ordinance No's. 2454 and 2455 approving Development Agreements (DA Nos. 02-22 and 03-22) between the City of Montebello and
Clear Channel Outdoor, Inc. for the properties located at 1720 S. Bluff Road and 1633 Washington Boulevard.

On June 21, Clear Channel Outdoor, Inc. ("Applicant") filed an application for a Text

Amendment to amend Chapter 17.62 Signs as it relates to Off-premises signs and enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033).

This item was first scheduled for a public hearing on July 18, 2023, but the item was continued to August 1, 2023 and again to August 15th at the request of the applicant in order to finalize the proposed Text Code Amendment. Since that time, one minor change was made to remove a proposed amendment to Appendix A.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". The proposed amendments propose regulatory and administrative amendments to the zoning code. An additional environmental review will be conducted for individual projects that are affected by this code amendment.

In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

ANALYSIS:

For the proposed project to be approved in compliance with the City's Municipal Code, Clear Channel Outdoor, LLC (the "Applicant") is requesting that the Planning Commission recommend approval to the City Council for the following requests:

1. Amend Chapter 17.62 of the MMC (citywide) to incorporate language pertaining to Off-premises signage; and
2. Amend and Restate two (2) previously approved Development Agreements (DA No. 02-22 (Agreement No. 4032) and DA No. 03-22 (Agreement No. 4033)) to allow the completion of the relocation in place of a total of four (4) existing static sign faces currently located at 1720 S. Bluff Road and 1633 Washington Boulevard (collectively "the Properties").

Proposed Text Amendment

Current provisions within Chapter 17.62 of the MMC state that a development agreement shall be required for any Off-Premises Digital Display Signs Corridors, New Off-Premises Digital Display Signs and Relocation of Off-Premises Signs. In addition, Section 17.62.105 provides general standards and provisions for off-premises signs that regulate location, size and distance from similar types of signage. The proposed changes would modify Section 17.62.105- "Off-Premises Digital Display Signs" of the MMC to incorporate language regarding off-premises digital display poster conversions, as well as define and include development standards specific to off-premises digital display poster conversions.

The summary table below provides a list of sections and a brief summary of the proposed changes. The Planning Commission Resolution No. 08-23 (Attachment A) includes the proposed changes for consideration by the Planning Commission and recommendation by the City Council.

	Section	**Summary**
1.	17.62.050 - Prohibition of Signs	Provisions regarding signs exempt under the following: Section 17.62.160, Section 17.62.160 and Section 17.62.105. Directs approval requirements as per the aforementioned code sections.
2.	17.62.105 – Off-premises digital display signs	Added and clarifying language related to off-premises digital display poster conversion. Includes requirements related to location, distance from other billboards, minimum and maximum signage dimensions, approval procedures, and general standards and provisions.
3.	17.62.170 – Definitions	Added definition regarding off-premises digital display poster and clarifying existing language

Pursuant to Section 17.76.070 of the MMC, the Planning Commission may make a recommendation to the City Council on text amendment proposals based upon determining the public interest, convenience, and necessity.

The proposed text amendment aligns with the following General Plan Land Use policies:

- **Commercial Policy #5:** The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.
- **Industrial Policy #1:** The City's industrial area should be preserved and maintained.

Additionally, per Section 17.62.105 of the MMC, the intent of such provisions relates to

off-premises signs to facilitate the orderly development and relocation of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and to eliminate the need for the city to pay compensation for removal of existing displays.

The proposed Text Amendment will assist in clarifying the types of "off-premises signs" allowed within the city such as Digital Display Sign Corridors, Relocation of Off-Premises Signs, and Digital Display Poster Conversions, as well as provide an opportunity to modernize existing signage such as static signs and circumvent the city's need to pay compensation fees for the removal of existing display signs.

The Applicant has been diligently working with the city on negotiations in preparation of the Amended and Restated Development Agreement for the proposed Off-Premises Digital Display Poster Conversions to provide public benefits that will be discussed further in the report. The proposed amended and restated development agreements are subject to the approval of the Text Amendment (Case No. PC 2023-0006-TCA) that the Applicant has submitted concurrently for Planning Commission consideration. The proposed text amendment will modify sections of Chapter 17.62 of the MMC to clarify and define off-premises digital display posters, include regulations pertaining to location, distance requirements from other similar signs and minimum and maximum allowable sign area. Should the Planning Commission approve the proposed Text Amendment to Chapter 17.62 Signs, this will facilitate the takedown of antiquated signage and upgrade the existing static signs with modern technology, provide a source of taxable revenue for the city and provide a forum for emergency messaging and/or informational messaging related to city business at no cost.

Development Agreement/Project Description

The State Legislature adopted the "Development Agreement Statute," sections 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. The City of Montebello, a general law city, is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property during the development process.

The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road (collectively "the Properties") in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location to allow completion of the replacement and relocation program.

In accordance with its standard procedures, the Applicant and the City have engaged in

negotiations. The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving and/or amending any development agreements. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

The proposed request to Amend and Restate Development Agreements (DA No. 01-23 and DA No. 02-23) will facilitate the relocation in place of four (4) existing static sign faces located on two (2) separate dual-faced sign poles. These existing static sign faces are currently located at 1720 S. Bluff Road and 1633 Washington Blvd. (collectively "the Properties"). The proposed relocation in place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage. As part of this request, the Applicant would relocate in-place four (4) existing static signs with four (4) replacement digital signs for outdoor advertising. In addition, the Applicant intends to utilize the existing sign structures with the exception of minor electrical upgrades, which will result in a sign that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities. As a result, the converted digital signage could be used, if needed, for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. The takedown program associated with this request will include the removal of five existing static signs within the city. The four (4) signs targeted for takedown include: 1) a double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; and 2) the double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd. (collectively the "Takedown Program").

The Applicant currently operates sixteen (16) existing poster panel (or static) outdoor advertising sign faces on nine (9) structures located along city streets within the City of Montebello (the "City"). The following project description is intended to provide an overview for each Amended and Restated Development Agreements based on the subject site and will be referred to in this report collectively as the "Project" for purposes of describing the following requests:

1. 1720 S. Bluff Road – Amended and Restated Development Agreement No. 1-23
   The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1720 S. Bluff Road. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 8105 Slauson Ave. within the City.

2. 1633 Washington Blvd. – Amended and Restated Development Agreement No. 2-23

The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1633 Washington Blvd. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 249 E. Beverly Blvd. within the City.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan. In addition, all City fiscal decisions, including the financial aspects and specific deal points of the Amended and Restated Development Agreements are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Agreement. The Project as authorized in the proposed Amended and Restated Development Agreements are consistent with the General Plan because the Development Agreements meet the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs. Goal #1: To Formulate a plan which is responsive to the needs of the community, and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Industrial Policy #1: The City's industrial area should be preserved and maintained.

SUMMARY:

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On July 6, 2023, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On July 6, 2023, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

- On July 10, 2023, the Public Hearing Notice was posted at the Properties.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 08-23, Exhibit A - Zoning Ordinance Amendments (Chapter 17.62 (PC-2020-0006-TCA))
2. ATTACHMENT B - Resolution No. 06-23 Recommending approval of DA No. 01-23
3. ATTACHMENT C - Resolution No. 07-23 Recommending approval of DA No. 02 - 23
4. ATTACHMENT D - MONTEBELLO PROPOSED AR DA -Washington Blvd (CCO 6-2-23)
5. ATTACHMENT E - MONTEBELLO PROPOSED AR DA - Bluff Road (CCO 6-2-23)
6. ATTACHMENT F - Public Hearing Notification

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 08-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING A ZONING CODE TEXT AMENDMENT AMENDING CHAPTER 17.62 SIGN TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS

WHEREAS, on June 21, 2023, the Applicant submitted an application to amend Chapter 17.62 Signs of the Montebello Municipal Code to modify regulations related to conversions of off-premises signs.

WHEREAS, this item was first scheduled for a public hearing on July 18, 2023, but the item was continued to August 1, 2023 and again to August 15th at the request of the applicant in order to finalize the proposed Text Code Amendment. Since that time, one minor change was made to remove a proposed amendment to Appendix A.

WHEREAS, pursuant to Section 17.76.070 of the Montebello Municipal Code (MMC) the Planning Commission is empowered to recommend amendments to the Zoning Ordinance. Modifications to various sections to Chapter 17.62, which will further the purposes of the Zoning Code to regulate signage, modernize existing signs and reduce clutter of signage.

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter, and

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

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

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

Section 2. The proposed Text Amendments have been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have

the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds that the proposed amendments to Chapter 17.62 are required for public necessity, convenience and general welfare and are found to be consistent with the City's General Plan and Municipal Code. The proposed text amendment will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development. In addition, the proposed text amendment

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance adopting Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

Section 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 15th day of August 2023.

_____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, _____, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 08-23 has been

duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held August 15, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

_____
JOSEPH A. PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

EXHIBIT A

ZONING ORDINANCE AMENDMENTS

Chapter 17.62 SIGNS

17.62.010 Purpose and intent.

The intent of this chapter is to promote community appearance and effective business identification through the regulation of signs and sign structures within the city of Montebello. The location, number, size and design of signs and graphics have a significant influence upon the community's environment and appearance. The regulation of signs and outdoor advertising is therefore necessary for the following purposes:

A. To promote and protect the public health, safety and welfare by minimizing hazards and obstructions to traffic and promoting traffic safety, and through consideration of the aesthetics of signs and outdoor advertising to be installed within the city;

B. To protect persons and property values from damage due to indiscriminate and harmful use of signs, outdoor advertising and advertising structures;

C. To preserve a pleasing and attractive appearance in all areas of the city.

(Ord. 2160 § 5 (part), 1997)

17.62.020 Location and code provisions.

Signs shall be constructed and located in compliance with the provisions of this chapter and with the applicable requirements of the California Outdoor Advertising Act, Uniform Building Code and Uniform Sign Code, and the California Electrical Code, whichever code or code provision(s) is more restrictive, as may be adopted and amended from time to time. Approval from the City of Montebello departments of planning and building services shall be obtained prior to erecting, constructing, altering, rebuilding, replacing, or moving any sign. Approval by the department of public works is also required for any freestanding or projecting sign located within twenty feet of, or projecting over, the public right-of-way.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 1, 2-24-2016)

17.62.030 Materials, construction and identification.

A. All signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.

B. All wooden signs must be at least three-quarter-inch thick.

C. All electric signs shall be composed entirely of noncombustible materials.

D. Unless specifically exempted, all signs shall be identified with a durable label or tag specifying the name and date of the manufacture, weight, installation date and permit number. In addition, for electrical signs the voltage, amperage and any other information required for the safety certification or listing for the equipment shall be included. This information shall be placed where it is readily visible for inspection after the sign has been installed.

E. Every electrical sign of any type shall be constructed, inspected and approved by the Underwriters Laboratories (UL) or equal and display a label of approval from said laboratory.

(Ord. 2160 § 5 (part), 1997)

17.62.040 Maintenance.

A. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any crack, broken surfaces, malfunctioning light(s), missing sign copy or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with such a request shall constitute a public nuisance.

B. All businesses must service and wash their signs at least once every twelve months.

C. Upon vacating a business location, the business or property owner shall remove the sign copy that advertises the business. At no time shall a ~~signcabinet~~sign cabinet remain empty and without copy exposing the internal lighting and electrical fixtures. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque face shall be installed in the sign cabinet structure. Any damage to a building caused by the removal of a sign structure shall be repaired to the condition the building was in prior to the installation of the sign.

(Ord. 2160 § 5 (part), 1997)

17.62.050 Prohibited signs.

A. The following signs are prohibited except as provided in Section 17.62.160, Nonconforming signs, Section 17.62.160, Temporary signs, and Section 17.62.105, Off-Premises Digital Display Signs:

1. Signs that include video, blink, or move in any manner, have any portions that move, or have the appearance of moving, including animated or scrolling electronic text that clocks, time and temperature displays, civic and public services, a digital display as defined in Section 17.62.170, and unique/creative signs allowed through the approval of a Planned Sign Program are exempt from this prohibition;
2. Flags (except those which are raised and lowered on permanently fixed flag poles), pennants, banners, paper, wind driven signs (except where specifically provided for within this code);
3. Roof signs;
4. Sign structures and supports no longer in use;
5. Portable signs;
6. Commercial advertising statuary;
7. Signs painted directly onto exterior wall surfaces (such as exterior building walls and masonry block walls, etc.);
8. Inflatable signs (except as provided in Sections 17.62.110 and 17.62.170 of this chapter);
9. New off-premises signs, except those permitted pursuant to this chapter;
10. Murals.

B. No person shall construct, place or maintain any sign, signboard, billboard, street bulletin board, sign or advertisement in, over, along, across or upon any public street or public parkway, or other public place within the city, except as provided in Section 17.62.110 or Section 17.62.105 of this chapter.

C. Nothing contained in this title shall be construed to prohibit the erection or placing in any public street, parkway or other public place, of signs, notices or signals under the authority of the city council or of this code.

D. No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon any object in the public right-of-way, or to any bridge, fence, light pole, building, structure, or other property within public view, nor to any tree in any public right-of-way or public place; nor shall any person deface, mar or disfigure any such bridge, fence, light pole, building, tree, etc.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 2, 2-24-2016)

17.62.060 Exemptions.

The provisions and regulations hereof shall not apply to the following types of signs:

A. Official notices issued by any court, public body or officer;

B. Notices posted by any person or public officer in performance of a public duty;

C. Signs required or authorized by any federal, state, county or city regulation, ordinance or resolution;

D. Any signs used for emergency purposes only;

E. Official flags of the United States of America, the state of California, the county of Los Angeles or the city of Montebello.

(Ord. 2160 § 5 (part), 1997)

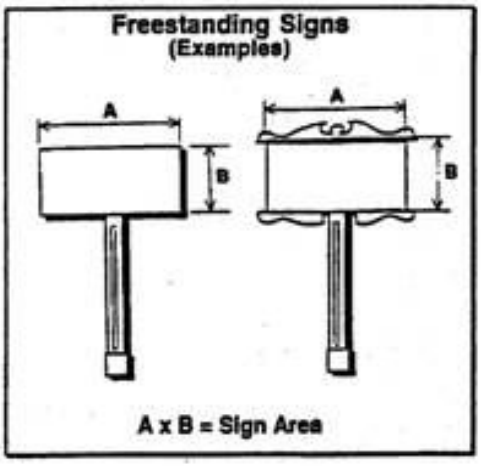
17.62.070 Sign measurements.

A. Sign Area.

1. Cabinet Signs. The area of a cabinet sign is determined by the area of the sign face(s) enclosed by a frame or cabinet and is determined by the outer dimensions of the frame or cabinet surrounding the sign area. This includes the total area of the copy and the background. This applies to wall mounted cabinet signs and cabinet signs mounted on freestanding pole structures. (See Figures 17.62.070A and 17.62.070B) Architectural features are not considered in the sign area. (See Figure 17.62.070B)

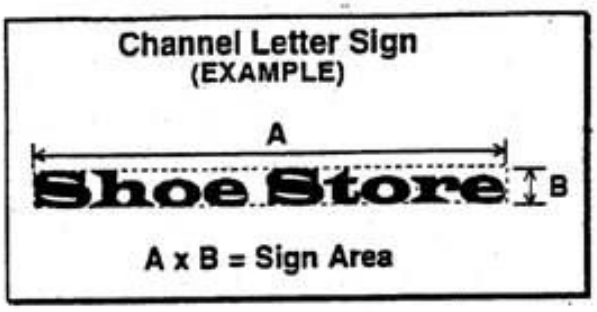
Figure 17.62.070A

Figure 17.62.070B



2. Channel Letters and Individual Elements. When signs are constructed of individual elements such as channel letters and attached to a building wall, the sign area is determined by calculating the area of an imaginary box drawn around the most exterior area of all the letters and/or elements. (See Figure 17.62.070C)

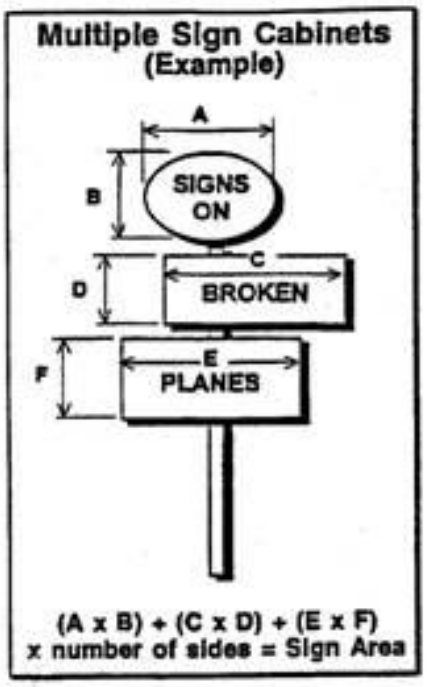
Figure 17.62.070C



3. Awnings. When signs are incorporated into an awning, the sign area is determined by computing the area of an imaginary box drawn around the sign elements.

4. Multiple Sign Cabinets. For freestanding signs that contain multiple cabinets on one structure, the area of each cabinet counts toward a combined total. If these are double or multiple faced cabinets, the sign area shall be calculated to include all faces of the sign. (See Figure 17.62.070D)

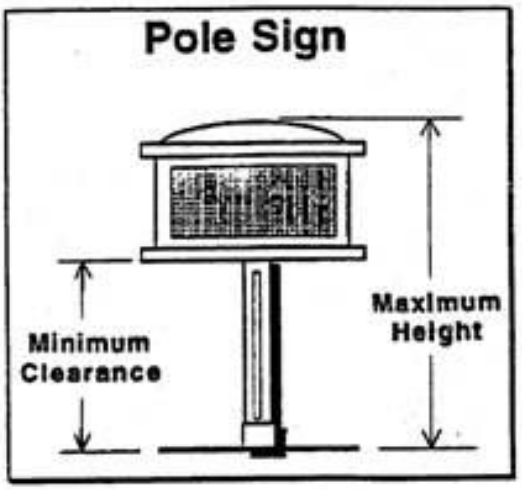
Figure 17.62.070D



B. Height. The overall height of a sign or sign structure is measured from the ground directly below the sign to the highest point of the sign or sign structure. (See Figure 17.62.070E)

C. Clearance. Clearance is measured from the ground directly below the sign to the bottom of the sign structure enclosing the sign face. (See Figure 17.62.070E)

Figure 17.62.070E



(Ord. 2160 § 5 (part), 1997)

17.62.080 Signs—Residential zones.

Signs are allowed in residential zones in accordance with the following:

A. In All R Zones:

1. One nonilluminated sign a maximum of twelve square feet in area pertaining only to the sale or lease of the particular building or property upon which it is displayed.

2. Outdoor advertising structures in conjunction with model homes (See Chapter 17.58 of this title, Model Homes).

3. Temporary architect's or builder's sign identifying persons engaged in construction on a site are permitted as long as construction is in progress.

B. R-A Zone. One sign a maximum of twelve square feet in area advertising the sale of agricultural products raised on the premises.

C. R-3 and R-4 Zones. One wall sign a maximum of twenty square feet in area, provided the sign contains no advertising copy except the name and street address of the building upon which it is placed.

(Ord. 2160 § 5 (part), 1997)

17.62.090 Signs—C-R zone.

A. Signs are allowed in the C-R zone in accordance with the following:

1. The sign area shall not exceed one square foot per two linear feet of building frontage, or three linear feet of lot width for outdoor uses.

2. No sign may exceed fifty square feet in area.

3. No more than two signs are permitted for each use or business on a lot.

4. Freestanding signs are prohibited.

5. Each legally established use or business on a lot may have one additional accessory sign that is a maximum size of six square feet in area.

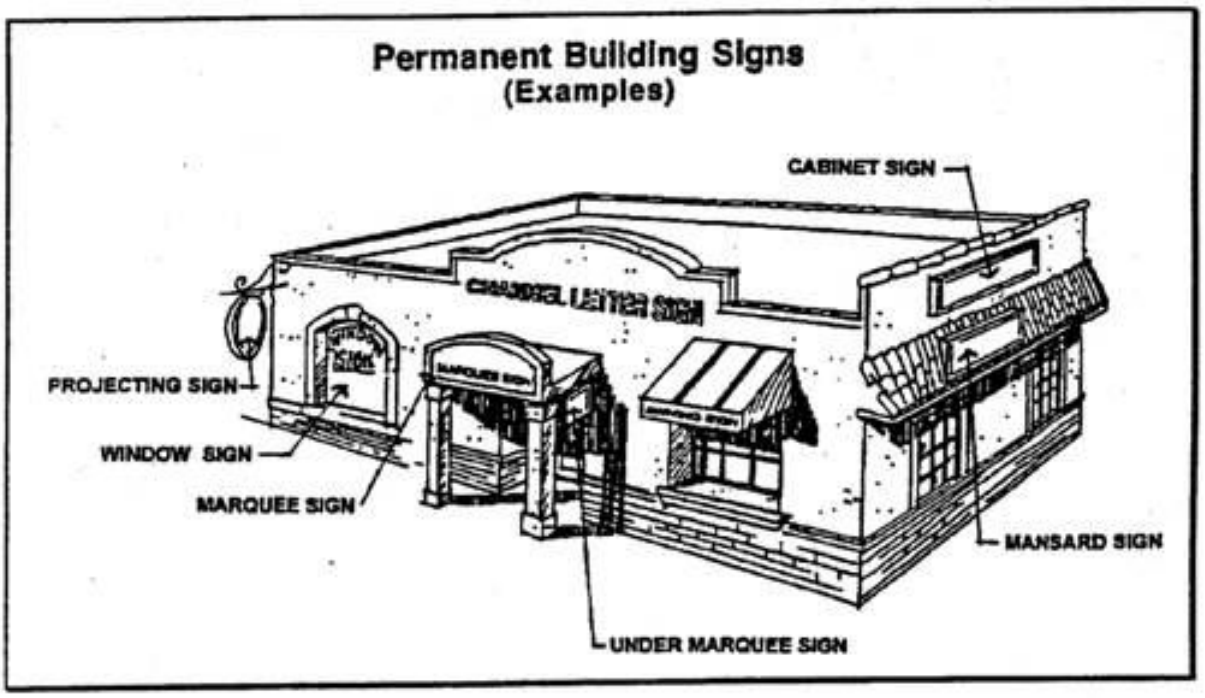
B. For the purpose of giving information on the availability of the premises for sale or lease, one sign not exceeding twelve square feet in area shall also be allowed.

(Ord. 2160 § 5 (part), 1997)

17.62.100 Signs—C-1, C-2, C-M, M-1 and M-2 zones.

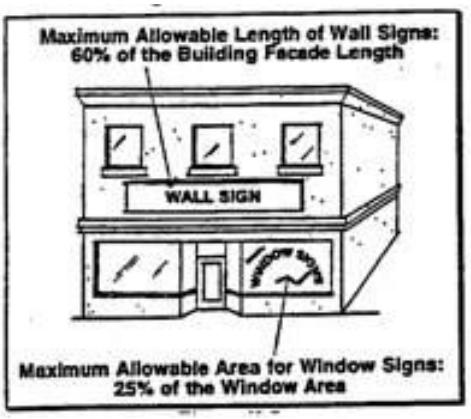
A. Individual Sign Criteria.

Figure 17.62.100A



1. Wall and Marquee Signs.

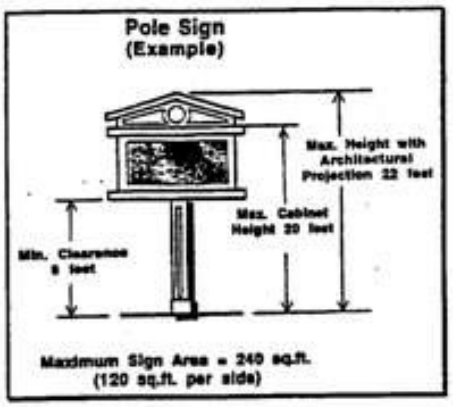
Figure 17.62.100B



b. Placement.

2. Pole Signs.

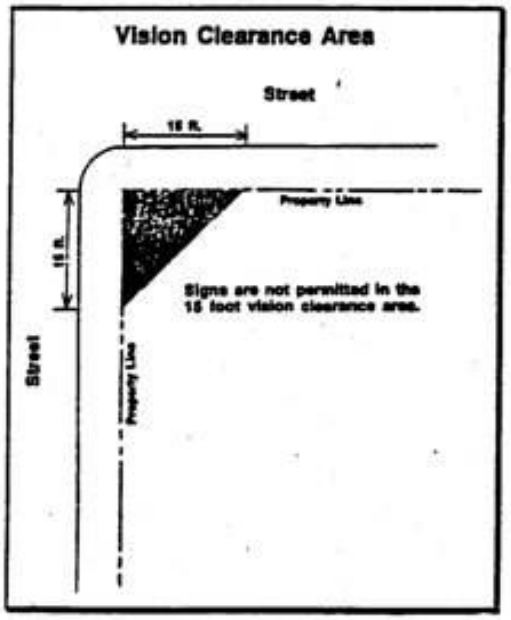
Figure 17.62.100C



iii. Architectural projections of not more than two feet may be added to the top of a pole sign. At no time shall the total height of a pole sign exceed twenty-two feet. The architectural projection shall be used for design purposes only and no sign copy or internal illumination shall be located within this area.

c. Location.

Figure 17.62.100D



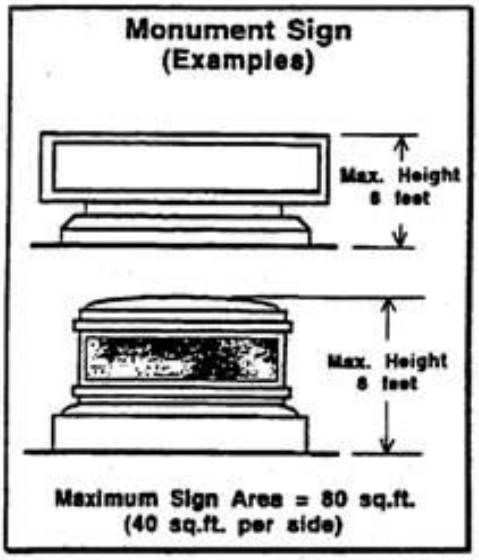
viii. No pole sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

d. Appearance.

e. Minimum Height and Clearance.

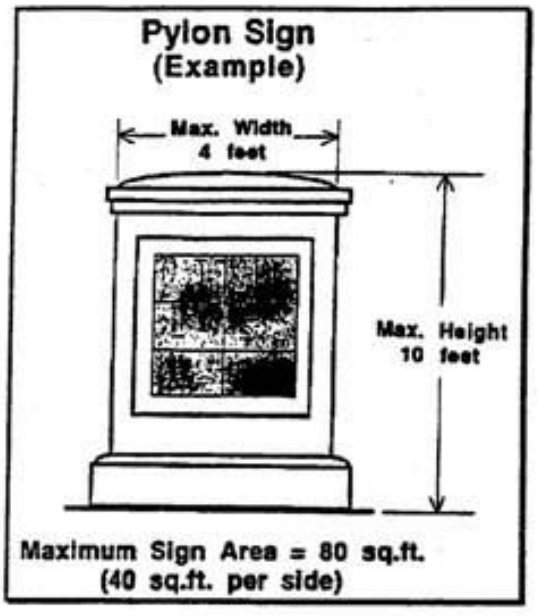
3. Monument and Pylon Signs.

Figure 17.62.100E



iii. The maximum height of a pylon sign shall not exceed ten feet measured from grade level to the upper most edge of the sign face cabinet. The maximum width of a pylon sign shall not exceed four feet. (See Figure 17.62.100F)

Figure 17.62.100F



c. Location.

d. Appearance.

4. Mansard Signs.

5. Under Marquee.

6. Projecting Signs.

7. Changeable Copy Signs.

8. Awning Signs.

9. Window Signs.

10. Outdoor Business Signs. For outdoor businesses (such as auto dealerships, nurseries, and auto rentals, but not service stations and carwashes) the total sign area on the site shall not exceed one square foot of sign area for every one linear foot of street frontage on which the business is located. All other applicable requirements as set forth in this chapter shall apply.

11. Fence Mounted Signs. In the M-1 or M-2 zones when a building is not visible from the public right-of-way and visually blocked by a view obscuring fence, one twenty square foot sign shall be permitted to be mounted on a fence facing the public right-of-way. The sign shall be mounted in a permanent manner flush with the fence and visible to the public right-of-way. The sign shall also not extend above the top of the fence upon which it is mounted.

12. For Sale or For Rent Signs. The area of for sale, for lease or for rent signs shall not be included in the calculation of overall sign area for a site. Although a building permit is not required for this type of sign, all ground mounted for sale and for lease signs shall be reviewed and approved by the planning department and the department of public works.

13. Flags. Flags (not including official national, state or local flags per Section 17.62.060 of this chapter) which can be raised and lowered on permanently fixed flag poles are not limited to the height and area requirements of freestanding signs; however, the area of the flag will be calculated as part of the total sign area for a site. The height of a flag pole supporting such a flag is subject to the maximum building height limitation of the zone in which it is located.

B. Freeway-Oriented Signs.

1. In addition to any other signs permitted on a site subject to the provisions of this chapter, one freeway-oriented sign may be located on any site which is within five hundred feet of a freeway right-of-way, and which is developed with either:

a. A service station or detached restaurant; or

b. A commercial, industrial or recreational center or a single business provided that such center or business is located on a site with an area of at least two acres.

2. Such signs may be erected subject to the following criteria:

a. Maximum Height. Twenty-five feet above the grade of the freeway or above the grade of the location where the sign is erected, whichever is greater;

b. Maximum Size.

i. Service Stations. One hundred sixty square feet per sign face.

ii. All Others. One hundred sixty square feet per sign face plus one square foot of sign face per one thousand square feet of the building housing the advertised use, and shall not exceed a maximum sign face area of six hundred square feet.

c. Support Structures. The supporting structures of any sign must:

i. Be of a design and material(s) consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a freeway-oriented sign;

ii. Not create any visual obstruction or adverse safety or aesthetic impact.

d. No freeway-oriented sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

(Ord. 2160 § 5 (part), 1997)

17.62.105 Off-premises digital display signs.

A. Intent. The provisions of this section shall apply to all off-premises digital display signs as defined under Section 17.62.170, within the city. With authority provided to the City in Government Code Section 65864 and Business and Professions Code section 5412 to enter into development and relocation agreements, the intent of this section is reduce visual clutter, eliminate non-conforming signage, facilitate the orderly development and relocation and redistribution of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and limited new displays; and to eliminate the need for the city to pay compensation for removal of existing displays to accommodate a public project. The provisions of this section shall govern the processing of applications for off-premises digital display signs.

B. Off-Premises Digital Display ~~Sign~~Sign(s) Corridors. The construction of a new off-premises digital display sign or the relocation of an off-premises sign shall be permitted only within the Interstate 5 Freeway Digital Display Sign Corridor or the California State Route 60 Freeway Digital Display Sign Corridor.

1. For purposes of this section, "Interstate 5 Freeway Digital Display Sign Corridor" shall mean any area along the southern terminus of the city within two hundred feet of the I-5 Interstate Freeway right-of-way boundary.

2. For purposes of this section, the "California State Route 60 Freeway Digital Display Sign Corridor" shall mean any area within six hundred feet of the California State Route 60 Freeway right-of-way boundary.

C. Off-Premises Digital Display Poster Conversion. The replacement of existing off-premises signs with an off-premises digital display shall only be permitted where (a) the existing and replacement sign face measures no less than two hundred (200) square feet and no more than three hundred (300) square feet (cabinetry and trim excluded), (b) the sign face is not primarily viewed from a freeway, (c) the existing off-premises sign is located on a commercial or industrial zoned property and is not within 500 feet, measured from the sign structure, of residentially zoned property, (d) the replacement digital display face is no less than one thousand (1,000) feet from any other off-premises digital sign face on the same side of the street or roadway, (e) the existing off-premise sign is not attached to a building rooftop, (f) no structural alteration to the existing sign structure is required, and (g) the the existing off-premises sign is not located on real property owned or controlled by a public entity. For the purposes of this section, an "Off-Premises Digital Display Poster Conversion" shall mean any off-premises digital display consistent with the standards of this subsection C.

~~C~~D. Development Agreement Required.

1. New Off-Premises Digital Display Signs. The construction of a new off-premises digital display sign within either digital display sign corridor shall be allowed only with the approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and in compliance with all other standards imposed by this chapter.

2. Relocation of Off-Premises Sign. The relocation of an off-premises sign, and its replacement with a new off- premises digital display sign, is allowed only upon approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by this chapter.

3. Off-Premises Digital Display Poster Conversion. An Off-Premises Digital Display Poster Conversion shall be allowed only upon approval of a development agreement by the city council containing appropriate standards and public benefits to be negotiated between the sign owner and the city, which public benefits shall include removal of other existing off-premises signage on a one to one (1:1) ratio, at a minimum, and in compliance with all other standards imposed by this chapter.

~~D~~E. Off-Premises Digital Display Sign Permit. No person or entity shall construct, build, erect, or relocate an off-premises display sign or an off-premises digital display sign without first being issued an off-premises digital display sign permit by the planning manager or designee. The planning manager shall issue an off-premises digital display sign permit only if the applicant satisfies all of the general conditions set forth in Section 17.62.105(~~E~~F). An applicant shall provide visual simulations or renderings of the proposed off-premises digital display sign as may be directed by the planning manager and a photometric study prepared by a city approved lighting engineer.

~~E~~F. General Standards and Conditions. The provisions of this subsection, are in addition to any standards imposed in the development agreement. To be issued an off-premises digital display sign permit, the off-premises digital display, including Off-Premises Digital Display Poster Conversions, must comply, at a minimum, with all of the following requirements, as applicable:

1. The city council shall have approved a development agreement pursuant to Section 17.62.105(~~C~~D) between the city and applicant.

2. Off-premises digital display signs shall be located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor, as defined in Section 17.62.1 05(8). and Off-Premises Digital Display Poster Conversions shall be located consistent with the location standards in Section 17.62.105(C) and shall not be limited to being located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor.

3. An off-premises digital display shall not be erected within five hundred feet of any off-premises display on the same side of the freeway. An off-premises digital display shall not be erected within one thousand feet of any other off-premises digital display on the same side of the freeway.

4. An off-premises digital display sign face area shall not have more than six-hundred and seventy-two square feet, but excluding border, trim, base or apron supports, and other special advertising features or additions or other structural members.

5. The interval between the change in digital content shall be a minimum of eight seconds and the images shall change instantaneously, without special transitional effects.

6. No digital display sign may include any illumination or message change that is in motion or that changes intensity.

7. The height of any off-premises digital display sign structure shall not exceed seventy-five feet measured from the lower of either the ground level at the base of the sign structure or the finished grade of highway the sign is advertising thereto, subject to specific site conditions and visibility factors as determined by the Planning Manager. For purposes of this Section, "finish grade" shall be measured from the shoulder elevation of the highway immediately next to the "slow lane."

8. An off-premises digital display shall not be permitted to structurally attach on the roof of a building.

9. An off-premises digital display shall not encroach over public rights-of-way.

10. An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.

11. The back or rear of an off-premises digital display structure, which is visible to the public, shall be suitably covered to conceal the inner structures and shall be properly maintained.

12. An off-premises digital display must utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time will the sign exceed a brightness level of 0.3 footcandle above the ambient light for both daytime and nighttime condition.

    Pre-set distances to measure the foot candles impact vary with the face size of each size sign. Measurement distance criteria:

Nominal Face Size	Distance to be measured from:
12' × 25'	150'
10'6" × 36'	200'
14' × 48'	250'

    After commencement of operation, the city may, at the permittee's expense, retain a lighting engineer to conduct follow-up testing and recommend any necessary corrective measures if the city reasonably believes brightness levels exceed this code's requirement. If directed to take corrective measures by city staff based on the lighting engineer's report, the permittee must promptly implement such corrective measures at its sole expense within seven days of the date of the city's demand for corrective measures.

13. All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.

14. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between the back sides of the sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed thirty-five feet at their widest point and shall not exceed eight feet at their closest point.

15. ~~An~~Except for Off-Premises Digital Display Poster Conversions, an off-premises digital display structure shall have a single support structure (monopole)~~ and shall be constructed of noncombustible material.~~

16. All off-premises digital displays shall be constructed of noncombustible material.

~~16~~17. All off-premises digital displays shall be ~~maintain~~maintained in good condition and working order, as determined by the city manager or designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials. Violators shall be subject to any and all penalties or remedies authorized under the Montebello Municipal Code, state law, and federal law.

~~17~~18. ~~The~~Except for Off-Premises Digital Display Poster Conversions, the permittee shall underground all utilities installed in connection with off-premises digital display.

~~18~~19. No off-premises digital display shall be placed or maintained in violation of the state Outdoor Advertising Act or any other applicable state, federal, or local law.

~~19~~20. Off-premises digital displays shall be oriented away from residential areas.

(Ord. NO. 2375, § 3, 2-24-2016)

17.62.110 Temporary signs.

The area of temporary signs shall not be subject to the limitations of this chapter on maximum permissible sign area for a site's permanent signs. However, areas of a window devoted on a continuous basis to paper signs

or other such advertisements which are changed on a regular basis, will be subject to the limitations of this chapter on maximum permissible sign area.

A. Duration. Temporary signs may be displayed subject to a temporary use permit. A minimum of fifteen days between display periods shall be required. Temporary signs may be displayed up to one hundred twenty days in any given three-hundred-sixty-five-day period subject to one of the following alternatives:

1. Thirty-day display periods, not to exceed four in any given ~~days~~three-hundred-sixty-five-day period;

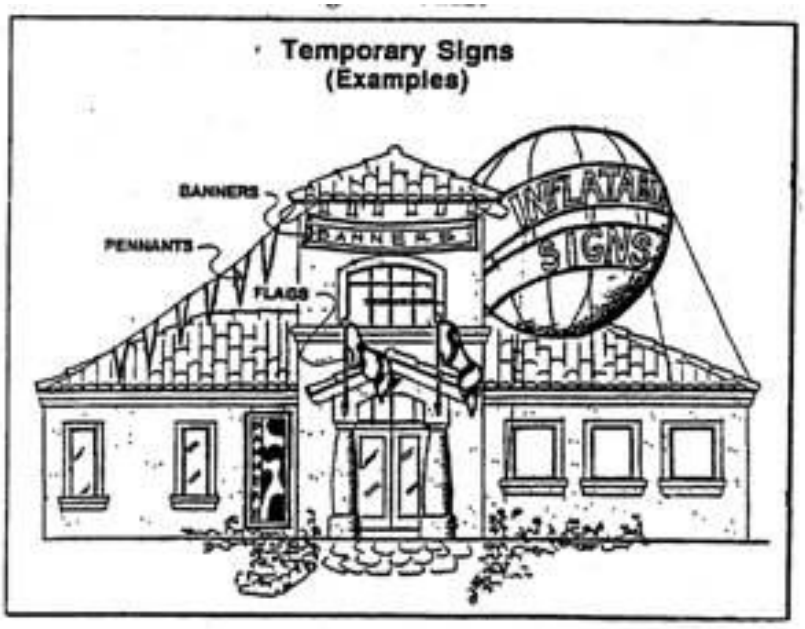
2. Fifteen-day display periods, not to exceed eight in any given three-hundred-sixty-five-day period;

3. Any combination of individual temporary use permits for thirty-day display periods or fifteen-day display periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days are provided between display periods;

4. An annual temporary use permit for any combination of thirty-day periods and fifteen-day periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days between display periods are provided; or

5. An annual temporary use permit which would allow the applicant, subject to the approval of the director of planning, to tailor a permit to the particular needs of a business, provided that the total number of days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period.

Figure 17.62.110



B. Maximum Size. The sign area of a temporary sign shall not exceed thirty square feet per facade (except inflatable signs).

C. Placement. Temporary signs may be displayed in the same location as permanent signs. At no time may temporary signs be affixed to a temporary structure. All components of a temporary sign shall be removed

when the permit expires. Paper signs shall not be displayed on the exterior of any building and shall be limited only to interior window displays.

D. Types. The use of temporary signs shall be limited to the following purposes:

1. Change of ownership or new management announcements;

2. Announcements of special sale events or promotional activities.

E. Exemptions. Temporary election posters and posters for charitable causes are exempted from the preceding limitations, but must be placed on private property and must be removed after the event to which the poster is associated has ended.

F. Inflatable Signs. The use of inflatable signs shall be limited to a total of twenty-eight days in any given three-hundred-sixty-five-day period. A temporary use permit shall be required for the use of an inflatable sign, and each such permit shall be valid for a display period not to exceed seven days. A minimum of fifteen days between display periods shall be required. Days on which an inflatable sign is displayed shall be included among the maximum of one-hundred twenty days per year for the display of temporary signs by a business.

G. Cabinet Cover Signs. Where one business vacates a property and a new business occupies the same site, the new business may utilize a cabinet cover(s) over the existing sign cabinet structure(s) subject to issuance of a temporary use permit until permanent sign faces can be installed in the existing freestanding or wall mounted sign cabinet(s). The use of a cabinet cover(s) shall be limited to a period not to exceed one hundred twenty days. This one hundred twenty-day period shall not be counted among the maximum number of days per year for which the display of temporary signs is allowed.

H. Public Works Contingency. Where a business sign or entrance is obstructed due to a public works project, or where such a project creates the need for additional directional signage, such business may be granted a temporary use permit for the duration of the obstruction. Such a temporary sign shall be used for business identification or directional purposes only. There shall be no charge for a permit for such a sign, nor shall the display period be counted among the maximum number of days per year for which the display of temporary signs is allowed.

I. Fees. Fees for temporary use permits shall be established per resolution by the city council.

J. Prohibited Signs. The following temporary signs shall be prohibited at all times:

1. Temporary signs in the public right-of-way;

2. Inflatable signs made of mylar, or other similar metal-coated plastics.

(Ord. 2160 § 5 (part), 1997)

17.62.120 Limits on projecting into pedestrian or vehicular use areas.

No sign shall project over public right-of-way without first obtaining permission in writing from the city council. Otherwise, no sign, or portion thereof, shall extend or project over any public sidewalk, parkway, street, or other public property, or over any private property used, or intended to be used as a sidewalk, pedestrian path, bikeway, street, driveway, parking lot, driving aisle, parking space, loading area or other pedestrian or vehicular access area, except as provided for in the following provisions:

A. Below Eight Feet. No part of any sign may project or extend into such a pedestrian or vehicular use area below a height of eight feet above ground level.

B. Between Eight and Twelve Feet. Above a height of eight feet and below a height of twelve feet, no sign shall project more than twelve inches into such a pedestrian or vehicular use area.

C. Above Twelve Feet. Above a height of twelve feet, no sign shall project or extend more than thirty inches into such a pedestrian or vehicular use area.

(Ord. 2160 § 5 (part), 1997)

17.62.130 Business identification.

A. Legibility. Every business utilizing any signs pursuant to this chapter must identify itself to the public with a sign which identifies the business using Roman letters and/or Arabic numerals at the front of the business facing the street, and in contrasting colors to the background. This business identification shall be legible from the same or greater distance as any other sign copy for the business on the site.

B. Address. In addition to any signs permitted under the provisions of this chapter, the correct street address number of every commercial and industrial building shall be displayed on the building facing the street, and shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height and be of a color contrasting to the background. In addition, any business which affords vehicular access to the rear through any driveway, alleyway or parking lot shall also display the same numbers on the rear of the building. (See Section 15.08.110(L) of this code)

(Ord. 2160 § 5 (part), 1997)

17.62.140 Planned sign program.

The purpose of a planned sign program is to encourage consistency of design and regulation and to allow flexibility of design for signs which are harmonious throughout a commercial or industrial development and which promote a positive identification and image. A planned sign program may be approved for freeway signs or for commercial or industrial centers on sites of twenty thousand square feet or more. An application for such program must be reviewed and approved by the planning commission. A planned sign program is intended to provide maximum incentive and latitude to encourage variety and good design of signs, and to allow response to special circumstances, but shall not be used to circumvent the objectives of this chapter. It is intended that signs approved per a planned sign program not be subject to the specific limitations contained in the foregoing provisions of this chapter, but that such signs be equal to or better than that which the specific code standards would otherwise yield. A planned sign program shall be evaluated on the merit of the program being presented (i.e., comprehensiveness, consistency, aesthetics, orientation and need of the advertisement). Conditions may be imposed to the extent that findings required for a sign program cannot be made without imposition of those conditions.

A. Review Standards. A planned sign program may be approved or conditionally approved by the planning commission only if the following findings are made:

1. The proposed signs are consistent with the intent of this chapter, the general plan and any applicable specific plans;

2. The proposed signs are aesthetically and architecturally consistent with each other;

3. The proposed signs are aesthetically and architecturally compatible with the buildings and developments they identify, taking into account building materials, colors and design;

4. The proposed signs are aesthetically compatible with the surrounding commercial development and existing sign treatment in the vicinity; and

5. Approval does not constitute a grant of special privilege or allow substantially greater overall visibility than the standard provisions of this chapter would otherwise provide.

B. Planned Sign Program—Application Form, Filing Fee. Application for a planned sign program shall be made by the property owner, the owner of an existing or proposed business on the site, or an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution of the city council.

1. The following shall be submitted as a part of the application:

a. A completed application on a form provided for this purpose by the planning department;

b. A planned sign program narrative which provides a written description of the goals, objectives and sign criteria; and

c. Seventeen copies of the following:

i. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,

ii. Facade elevations of all buildings showing all existing or proposed signs,

iii. Architectural details of all signs and sign structures, and

iv. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

(Ord. 2160 § 5 (part), 1997)

17.62.150 Deviation from requirements.

When it is found that the strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardship inconsistent with the purpose and intent of this chapter, a minor deviation or deviation may be granted subject to specific requirements and findings as set forth in this chapter.

A. Minor Deviations. When an application for a sign permit has been submitted to the planning department, the director of planning shall have authority to grant or conditionally grant a minor deviation to allow no more than one of the following: a ten percent increase in the height or area of an allowable sign, or a ten percent decrease in the area of a required landscape planter, subject to the findings contained in subsection D of this section.

B. Planning Commission Deviations. The planning commission shall have the authority to grant deviations that are greater than the limitations on minor deviations per subsection A of this section; and to the provisions relating to: (1) the placement of the sign on the land or building; (2) the separation from other signs; (3) the abatement of nonconforming signs. Deviations approved by the planning commission shall be processed in the same manner as a zone variance except that public notice of the hearing is not required.

C. Planning Commission Deviations—Application Form, Filing Fee. Application for a planning commission deviation shall be made by the property owner, or the business owner of an existing or proposed business on the site, or by an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution by the city council.

The following shall be submitted as part of the application:

1. A completed application on a form provided for this purpose by the planning department; and
2. Seventeen copies of the following:
    a. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,
    b. Facade elevations of all buildings with existing or proposed wall signs,
    c. Architectural details of all signs and sign structures, and
    d. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

D. Deviation Findings. Deviations may be approved or conditionally approved only if the granting authority finds that:

1. The strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of this chapter;
2. The sign is in proportion to the structure or use to which it relates;
3. The sign's external features are in balance and unity, and present a harmonious appearance;
4. The sign is compatible with the style or character of improvements on adjacent property; and
5. The sign is consistent with the objectives of the general plan or any applicable specific plan.

(Ord. 2160 § 5 (part), 1997)

17.62.160 Nonconforming signs.

It is the intent of this section to recognize that the eventual elimination, as expeditiously as possible, of existing signs that are not in conformity with the provisions of this chapter is as important, as is the prohibition of new signs that would violate these regulations. It is also the intent of this section that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.

A. Definition. A nonconforming sign is a sign which had been lawfully established prior to the time of the adoption of these standards which:

1. Does not now conform to these standards; or
2. Is neither specifically permitted or prohibited under these standards.

B. General Requirements. A nonconforming sign shall be properly maintained ~~m~~in accordance with Section 17.62.040 of this chapter but may not be:

1. Changed to another nonconforming sign;
2. Improved or structurally altered so as to extend its useful life, outside of a change in copy; or
3. Expanded, moved or relocated, except as provided in Section 17.62.105, Off-Premises Digital Display signs.

C. Removal or Replacement. Nonconforming signs and other signs must be removed or replaced by conforming signs when any of the following applies:

1. A sign which was erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use;

2. A sign which was lawfully erected but the use of which has ceased, or the structure upon which the display was erected has been abandoned by its owner for a period of not less than ninety days;
3. The business represented by the sign replaces or expands the existing signs on the site;
4. A sign which has been more than fifty percent destroyed and the destruction is other than facial copy replacement, and the display cannot be repaired within thirty days of the date of its destruction;
5. A sign for which there has been an agreement between the sign owner and the city for its removal as of any given date;
6. A sign which may become a danger to the public or is unsafe;
7. A sign which constitutes a traffic hazard not created by relocation of streets or highway or by acts of any city or county; or
8. In addition to the preceding, any nonconforming sign located within a redevelopment project area must also be removed according to the amortization period as specified in the following table and as measured from 10/12/87 or the subsequent date of adoption of any amendment of this chapter which created the nonconformity:

Amortization Table

Permit Value of Sign	Period for Removal
$0 to $1,000	12 months
1,001 to 2,000	18 months
2,001 to 3,000	24 months
3,001 to 4,000	30 months
4,001 to 5,000	36 months
5,001 to 6,000	42 months
6,001 to 7,000	48 months
7,001 to 8,000	54 months
8,001 to 9,000	60 months
9,000 to 10,000	68 months
10,001 and over	72 months (6 years)

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 4, 2-24-2016)

17.62.170 Definitions.

For the purpose hereof, the following definitions shall apply:

"Awning sign" means a sign which is painted, sewn, stained, etc., permanently onto the exterior surface of an awning. For the purpose of this chapter, an awning is a permanent or temporary structure attached to and entirely supported by a wall of a building and installed over and partially in front of doors, windows or other openings in a building and over all or any portion of a building wall. Said awning consists of a frame with a canvas or other similar material covering the entire frame.

"Cabinet cover sign" means a temporary sign cover constructed of cloth, vinyl, plastic, canvas, or other similar light-weight materials. This temporary sign is designed to cover a sign cabinet of a freestanding or wall mounted sign.

"Cabinet sign" means a sign which contains all the text and/or logo symbols within a plastic single faced area, which may or may not be internally illuminated, and is held within a structural casing usually fabricated of sheet metal. This metal sign structure shall be referred to as a sign cabinet. Cabinet signs that are mounted on a building shall be referred to as a wall sign.

"Changeable copy sign" means a sign that is designed so that the individual characters, letter, or illustrations can be changed or rearranged on a regular basis without altering the face of the surface of the sign.

"Channel letter sign (individual letter sign)" means individual three dimensional letters, characters, logos or figures mounted individually on a wall surface or on a race-way. Channel letter signs shall be referred to as wall signs.

"Clearance of a sign" means the vertical space or distance between the lowest most horizontal ornamental or structural element of the sign to the ground immediately below such point.

"Commercial advertising statuary" means a statue or other three dimensional structure in the form of an object that identifies, advertises or otherwise directs attention to a product or business.

"Digital display" means "message center" as defined in Business and Professions Code section 5216.4, which is any advertising display where the message is changed more than once every two minutes, but not more than once every four seconds.

"Elevation" means the exterior walls of a building exposed to public view.

"Facade" means the exterior walls of a building which are exposed to public view.

"Front facade" means the main building elevation containing the primary entrance of the building which typically faces a public street. In cases where a business is located in a multiple tenant commercial or industrial center, the front facade shall be the main entrance to the business.

"Flag," "pennant" or "banner" means a device generally made of flexible materials, usually cloth, paper or plastic. They may or may not contain any sign copy and are primarily intended to draw attention.

"Flashing illuminated sign" means any directly or indirectly illuminated sign which exhibits changing natural or artificial light or color effects by any means whatsoever.

"For sale sign" or "for rent sign" means a sign indicating the availability for sale, rent or lease of the specific lot, building or portion of a building upon which the sign is displayed.

"Freestanding sign" means a sign that is independent of or not affixed to any building or structure, permanent in nature, entirely supported by one or more poles with a solid base or other structural elements and either placed on or anchored in the ground. Pursuant to this chapter, pole signs, monument signs, and pylon signs are all considered to be freestanding signs.

"Freeway sign" means a sign whose purpose is to identify a specific service-oriented business (those offering eating facilities, lodging accommodations or automobile services) which is located adjacent to the freeway right-of-way, or separated from the right-of-way by a frontage road.

"Height of a sign" means the vertical distance measured from the highest point of the sign including any architectural, ornamental or structural element of the sign to the ground immediately below such point.

"Inflatable sign" means a balloon or other object inflated with lighter-than-air gaseous elements for buoyancy, which is attached or anchored to any building, structure or the ground, and shall include all parts, portions, units and material composed of the same, including the support or anchor.

"Leading edge" means the closest vertical edge of a sign to the property line or other point of reference as specified in this chapter.

"Linear" refers to length only.

"Mansard sign" means any cabinet sign that is mounted permanently to a mansard roof or other similar roof structure such as an angled roof structure directly above a marquee.

"Marquee" means any permanent construction/structure which projects from the wall of a building and which usually extends out over the front entrance of a building.

"Marquee sign" means any sign mounted to the top of a marquee but which is below the roof line or top of a building parapet.

"Monument sign" means a freestanding, low profile structure with a solid base which may be internally or externally illuminated and is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's horizontal dimension is greater than its vertical dimension.

"Mural" means a large painting or picture, which may be pictorial or abstract, applied to or made a part of a wall, or a large painting done on a panel which is then affixed to a wall.

"Off-premises sign" means any sign which directs attention to a business, commodity, service or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located. The phrase "off-premises sign" includes signs referred to as subdivision or tract advertising and/or directional signs and billboards.

"Painted wall sign" means any sign which is painted directly to the exterior wall of a building or masonry block wall.

"Planned sign program" means an adopted master sign plan providing coordinated signs for a site using one or more common design elements such as colors, materials, lettering, sign type or style, or illumination.

"Pole cover" means a decorative architectural feature which covers the supporting pole(s) or other structural supports of a sign.

"Pole sign" means a freestanding structure which is supported by a structural member(s) with air space between the ground level and the bottom of the sign.

"Portable sign" means any sign capable of being carried or moved from one spot to another and which is not permanently affixed or attached to the ground or to any structure.

"Projecting sign" means a sign attached to an exterior wall and/or to the roof of a building, which sign is oriented at an angle up to ninety degrees to or from the building.

"Pylon sign" means a freestanding structure which is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's vertical dimension is greater than its horizontal dimension.

"Relocation" means removal of an existing off-premises display or advertising structure and the construction of a new digital display to substitute or replace the display or advertising structure removed.

"Roof sign" means a sign supported by or attached to the roof of a building or projecting higher than the roof line, parapet wall or cornice of a building.

"Setback" means the distance between the property line abutting the street right-of-way line and the front line of a building, structure, freestanding sign or any projection thereof.

"Sign" means any device for visual communication, including any announcement, declaration, demonstration, display, illustration or insignia, which is used to advertise or promote the interests of any person, business group or enterprise, including, but not limited to, outdoor advertising structures.

"Sign area" means the entire surface area of the sign copy, which includes the total area of the copy and background whether or not there is sign copy on all surfaces. Architectural design embellishments and structural elements such as sign pedestal or pole are not part of the sign area. The sign face includes the smallest square, circle, rectangle, triangle or combination of irregular shapes that will encompass the extreme limits of the copy together with the frame or structural trim of the display such as a sign cabinet.

"Sign copy" means any words, characters, logos, letters, numbers, figures, designs or other symbolic representations incorporated into a sign. The sign copy may consist of individual channel letters or a plastic, lexan or ~~plexiglas~~plexiglass face of a cabinet sign.

"Site" means one or more contiguous lots or parcels which are jointly used or developed in any manner.

"Street frontage" means the length of a lot or parcel of land contiguous with or adjacent to a public right-of-way, street or highway.

"Temporary sign" means a sign or display constructed of cloth, plastic, canvas, or similar lightweight materials, with or without frames, or an inflatable sign, other than a standard twelve-inch latex balloon, which are intended to be displayed for a temporary period, and which is used for advertising, promotion or directing of the public interest to: the sale or lease, or change of ownership or management of a business or property, announcement of special sale events or promotional activities, election posters and campaign literature, charitable causes.

"Under marquee sign" means any sign mounted beneath and affixed to the marquee of a building.

"Wall sign" means any sign posted on, suspended from, or otherwise affixed in an essentially flat position to the wall of a building. Such signage shall not include signs painted directly onto the building.

"Wind driven sign" means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

"Window sign" means any sign affixed to a window or within twelve inches of a window that is intended to be seen from the exterior of a building through a window.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 5, 2-24-2016)

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/2/2023 3:34:48 PM	
Style name: L&W with Moves	
Intelligent Table Comparison: Active	
Original DMS: iw://usdocs.lw.com/US-DOCS/140268246/1	
Modified DMS: iw://usdocs.lw.com/US-DOCS/140268246/5	
Changes:	
Add	36
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Move To	0
Table Insert	0
~~**Table Delete**~~	0
Table moves to	0
~~*Table moves from*~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	66

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 06-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 01-23 (1633 WASHINGTON BLVD.) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement ("DA No. 01-23") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, 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; and

WHEREAS, the Amended and Restated Development Agreement 01-23 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds and determines the following: 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 the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Amended and Restated Development Agreement 01-23.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 15th day of August 2023.

_____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, _____, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 06-23 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held August 15, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

_____
JOSEPH A. PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 07-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 02-23 (1720 BLUFF RD.) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement ("DA No. 02-23") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, 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; and

WHEREAS, Amended and Restated Development Agreement 02-23 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road. in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds and determines the following 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 the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Amended and Restated Development Agreement 02-23.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 15th day of August, 2023.

_____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, _____, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 07-23 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held August 15, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

_____
JOSEPH A. PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 03-22 (Agreement No. 4033) by and between City and the Developer.

RECITALS

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 1633 Washington Boulevard in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 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.

3. Pay to the City a signing bonus to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus") with refurbishment costs not to exceed Twenty thousand Dollars ($20,000) per digital display face under this Agreement.

4. Removal of the Removed Sign, as such term is defined herein.

F. 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.

G. On [DATE], 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. [XX].

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 the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [XX], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [XX] 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.

COVENANTS

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 " Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

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

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

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") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. ___, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. ___, and after expiration of all applicable appeals periods.

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 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 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.14 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.16 "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 California Environmental Quality Act ("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.

1.1.17 "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" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

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 California Government Code 65864 *et. seq*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and 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 digital display faces on the New Digital Billboard as provided therein.

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 in the Southern California market; 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) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement 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 Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part

thereof, for payment of any and all standard fees applicable for the necessary City 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.

2.6 Development Fee. 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 paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"),payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. 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.

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

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. 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. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or

liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "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.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

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 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 "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer 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. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. 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.

3.6 Reservation of Authority.

3.6.1 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.

(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 digital display faces on 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.

(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.

3.6.2 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.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state 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 state or federal 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 state or federal 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.

3.7 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 that do not have an exception for a legal nonconforming use. 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

3.8 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.

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

3.8.2 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.

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

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the 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 as follows:

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

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

3.9.3 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;

3.9.4 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.

3.10 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.

3.11 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.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

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 digital display faces . 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 digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays 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 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, in the exercise of the City's police power, 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. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the

reasonableness of such notice to be determined from the circumstances necessitating the entry. 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 and the Site owner'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) days 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 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 paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee 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 digital display faces become 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 to comply in 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 Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. 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, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces 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 digital display faces become 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 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 digital display faces on 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

7.1.1 Types of Insurance.

(a) 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.

(b) 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.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the 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 this paragraph 7.1.1.

7.1.2 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 relevant policy forms and endorsements of the required insurance policies.

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.

(a) Developer 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 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 or contractors. 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;

(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 Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering 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 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, 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 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, pandemics, epidemics, 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 affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on 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 Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer:
Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

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.

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

_____

Bryan Parker, Executive Vice 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

PARCEL MAP AS PER BK 14 P 21 OF PM
LOT 2

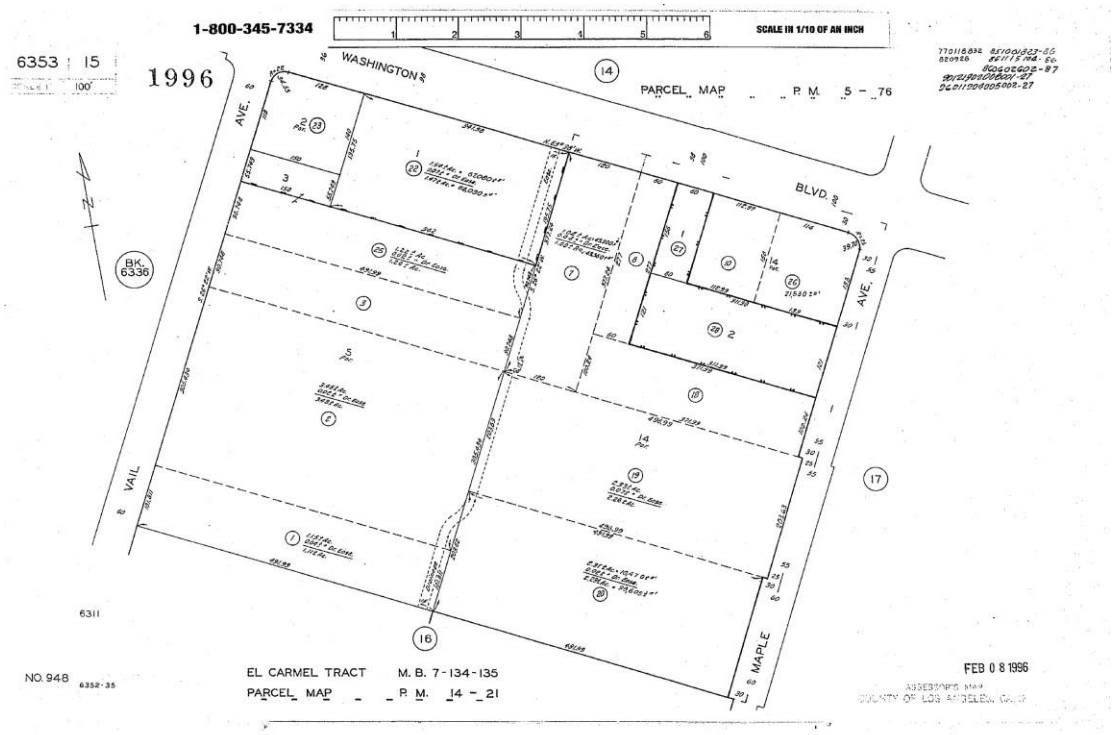


EXHIBIT “B”

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces

Existing West Face

Existing East Face

Digital Panel Sample

EXHIBIT "C"
Billboard Structure and Faces To Be Removed

249 E Beverly Terrace, Montebello, CA 90640 (Panels #3936 & #3937)

East Face

West Face

EXHIBIT "D"

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 relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

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 Faces 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, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. 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 structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the 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 digital display faces or structure 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 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," 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 Paragraph 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 digital display faces.

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 digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) 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 shall be prepared by a licensed civil engineer and approved by the City Building Official.

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

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, 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.

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

(f) Developer shall maintain the 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.

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

(h) 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.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) 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 diming 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 15 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.

(k) In the event ten percent (10%) or more of the digital sign 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.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX] (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 02-22 (Agreement No. 4032) by and between City and the Developer.

RECITALS

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 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in,

California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 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.

3. Pay to the City a signing bonus of Twenty thousand Dollars ($20,000) per digital display face under this agreement to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus").

4. Removal of the Removed Sign, as such term is defined herein.

F. 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.

G. On [DATE], 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. [X].

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 the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [X], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [X] 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.

COVENANTS

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 "Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

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

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

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") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. [X], but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. [X], and after expiration of all applicable appeals periods.

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 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 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and , and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Removed Sign" means the sign to be completely removed as more fully described on Exhibit "C" hereto.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.15 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 "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 California Environmental Quality Act ("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.

1.1.18 "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" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

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 California Government Code 65864 *et. seq*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and 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 digital display faces on the New Digital Billboard as provided therein.

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 in the Southern California market; 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) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement 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 Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City 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.

2.6 Development Fee. 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 paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. 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.

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

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. 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. It is expressly understood and agreed that, absent

approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "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.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

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 Purpose. 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 "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer 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. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. 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.

3.6 Reservation of Authority.

3.6.1 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.

(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 digital display faces on 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.

(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.

3.6.2 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.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state 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 state or federal 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 state or federal 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.

3.7 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 that do not have an exception for a legal nonconforming use. 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

3.8 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.

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

3.8.2 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.

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

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the 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 as follows:

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

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

3.9.3 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;

3.9.4 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.

3.10 Additional Fees; Termination. 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.

3.11 Term. 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.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

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 digital display faces . 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 digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays 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 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, in the exercise of the City's police power, 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. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. 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 and the Site owner'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) days 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 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 paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee 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 digital display faces become 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 to comply in 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 Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. 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, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces 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 digital display faces become 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 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 digital display faces on 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

7.1.1 Types of Insurance.

(a) 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.

(b) 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.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the 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 this paragraph 7.1.1.

7.1.2 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 relevant policy forms and endorsements of the required insurance policies.

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.

(a) Developer 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 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 or contractors. 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;

(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 Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering 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 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, 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 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, pandemics, epidemics, 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 affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on 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 Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer:
Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

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.

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

_____

Bryan Parker, Executive Vice 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

EAST LAGUNA LOT EX OF HIKING AND RIDING TRAIL COM AT MOST N COR OF LOT 23 TH S 6746'15" E TO SE BDRY LINE OF MONTEBELLO CITY TH SW THEREON TO NE LINE OF SLAUSONAVE TH NW ON SD NE LINE BEG PART OF LOT 23

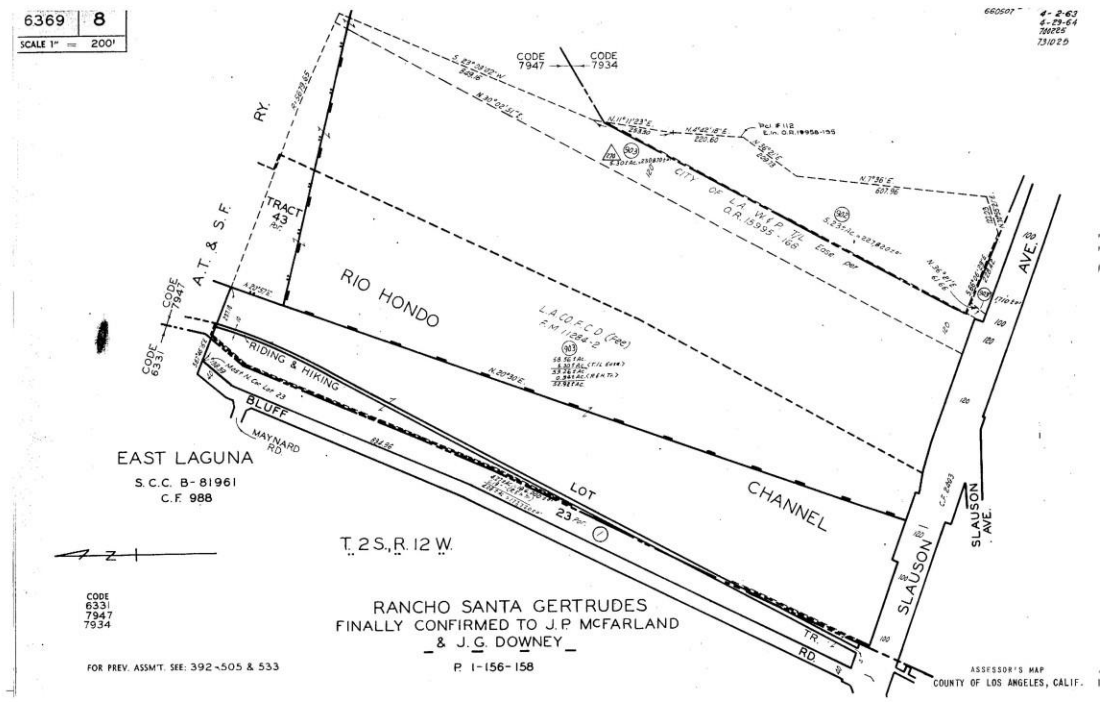


EXHIBIT “B”

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces

Existing West Face

Existing East Face

Digital Panel Sample

EXHIBIT “C”
Billboard Structure and Faces To Be Removed

8105 Slauson Ave., Montebello, CA 90640 (Panels #5272 & #5273)

East Face

West Face

EXHIBIT “C”

Billboard Structure and Faces To Be Removed

8105 Slauson Ave, Montebello, CA 90640 (Panels #5272 & #5273)

EXHIBIT "D"

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 relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

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 Faces 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, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. 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 structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the 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 digital display faces or structure 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 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," 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 Paragraph 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 digital display faces.

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 digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) 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 shall be prepared by a licensed civil engineer and approved by the City Building Official.

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

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, 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.

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

(f) Developer shall maintain the 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.

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

(h) 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.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) 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 diming 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 15 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.

(k) In the event ten percent (10%) or more of the digital sign 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.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO PLANNING COMMISSION

THE PLANNING COMMISSION WILL CONSIDER RECOMMENDING TO THE CITY COUNCIL OF MONTEBELLO APPROVAL OF TEXT AMENDMENT TO CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE AND AMENDED AND RESTATED DEVELOPMENT AGREEMENTS REPLACING PREVIOUSLY APPROVED DEVELOPMENTS AGREEMENTS BY AND BETWEEN CLEAR CHANNEL OUTDOOR, INC. AND THE CITY OF MONTEBELLO

Location: 1633 Washington Boulevard and 1720 Bluff Road, Montebello, CA 90640
Case Nos.: PC-2023-0006-TCA/ENV Nos. 5-23-CE & 6-23-CE/DA Nos. 01-23 & 02-23
Applicant: Clear Channel Outdoor, Inc.

Project Description: Clear Channel Outdoor, Inc. (the "Applicant"); a request to amend Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related conversions of off-premises signs. The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, Inc. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location. Each digital display panel shall be 12' high and 25' wide for a total display area of approximately 300 square feet. The maximum height of the digital sign shall not exceed 75-feet in accordance with the MMC. The term of the Development Agreement shall remain in effect for 20 years from the date the new digital billboard becomes operational or until the permanent removal of the digital displays, whichever comes first. The term may be extended through mutual agreed upon written extension.

Zone: M-1 (Light Manufacturing Zone)
General Plan Designation: Industrial

Environmental: Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

NOTICE IS HEREBY GIVEN that the City of Montebello ("City") Planning Commission ("Planning Commission") will hold a public hearing to consider whether to recommend approval of the entitlements described above to the City Council. The meeting is scheduled to be held on:

Date: Tuesday, July 18, 2023
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 West Beverly Boulevard, Montebello, CA, 90640

For those interested in participating in-person during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission, you may address the Planning Commission in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Administrative Secretary prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

The public may also submit emailed comments via the City's email address: pcpubliccomment@montebelloca.gov where the public can submit written public comments up until the day of the meeting, **Tuesday, July 18, 2023 between 7:30 a.m. – 6:00 p.m.** These comments will not be read out loud but will be entered into the record and submitted to all members of the Planning Commission. Additional Information related to the Planning Commission meetings can be located on the City's webpage: https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61848.

Written comments may also be mailed or delivered to the Planning Commission at the Planning Division office address identified below on or before the meeting date. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:
Contact Person: Monica Mercado-Rodriguez, Planning Manager
Phone: 323.887.1200 Ext. 494 / **Email:** mmrodriguez@montebelloca.gov
Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.montebelloca.gov
Date of Publication: July 6th, 2023

ITEM # 2

CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Emilie Fernandez, Assistant Planner

SUBJECT: **CONDITIONAL USE PERMIT ("CUP") CASE NO. PC-2023-0007-CUP TO ALLOW THE ON-SALE DISPENSING OF BEER AND WINE IN CONJUNCTION WITH A BONA FIDE RESTAURANT (BAG O' CRAB) LOCATED AT 2501 VIA CAMPO BOULEVARD ("PROJECT SITE").**

DATE: August 15, 2023

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. ADOPT Resolution No. 12-23 approving CUP No. PC-2023-0007-CUP with conditions to allow the on-sale dispensing of beer and wine for the property located at 2501 Via Campo (Bag O' Crab restaurant); and

2. DETERMINE AND FIND that the project (ENV No. 07-23-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15301) - class 1 (Existing Facilities) because it involves negligible or no expansion of the existing or former use.

FISCAL IMPACT:

N/A

BACKGROUND:

On July 9, 2023, Nick Wang – Bag O' Crab ("Applicant") filed a request for a Conditional Use Permit (Case No. PC-2023-0007-CUP) to allow the on-sale dispensing of beer and

wine in conjunction with a restaurant (Bag O' Crab) at the Project Site.

On July 10, 2023, staff issued a deemed complete letter to the Applicant.

PROJECT /APPLICANT INFORMATION

Project Location:	2501 Via Campo
Project Applicant:	Nick Wang (Bag O' Crab restaurant)
Property Owner:	ML House, LLC (Brixmor Montebello Plaza)
General Plan Designation:	General Commercial
Zoning:	C-2 (General Commercial)
Existing Use on Property:	Multiple Commercial Uses

PROJECT DESCRIPTION

The Applicant seeks approval of a CUP to allow the on-sale dispensing of beer and wine, pursuant to a Type 41 License issued by the California Department of Alcoholic Beverage Control (ABC), in conjunction with a restaurant, which is a family-style, seafood restaurant. The Project Site was previously used as a restaurant for over a decade. No expansion of the existing structure is being proposed as part of this request. The existing uses within the commercial center include several restaurants, a grocery store, retail stores, a gas station, a bank, and an urgent care facility. Therefore, the proposed use is consistent and compatible with surrounding uses.

ENVIRONMENTAL:

The Conditional Use Permit (Case No. PC-2023-0003-CUP) is considered a "project," per the California Environmental Quality Act definition of a "project." The project is Categorically Exempt per Section §15301 (a) (Existing Facilities) because Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination such as interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. There will be no expansion to the interior or exterior of the existing facilities in this proposed Project.

ANALYSIS:

Project Site

The Project Site is located within an existing commercial/retail shopping center located on southeast corner of Via Campo and Wilcox Ave within the C-2 Zone (General Commercial). The restaurant will be within an existing commercial/retail shopping center with a total lot area of approximately 11,244 square feet. The existing structure for the restaurant use is approximately 5,520 square feet. The project plans (please see Attachment B) contain information regarding existing floor area of the proposed restaurant, Bag O' Crab, located at the Project Site.

The proposed CUP would allow the on-sale dispensing of beer and wine in conjunction with the restaurant, which is family -style and will offer a diverse menu of seafood including Dungeness Crab, Lobster, Shrimp, Crawfish, and more family inherited recipes. The Project Site previously had an existing Type 41 license with the ABC Department from March 2020 to November 2022.The hours of operation for Bag O' Crab will be from 11:30 a.m. to 10:00 p.m., Monday through Sunday.

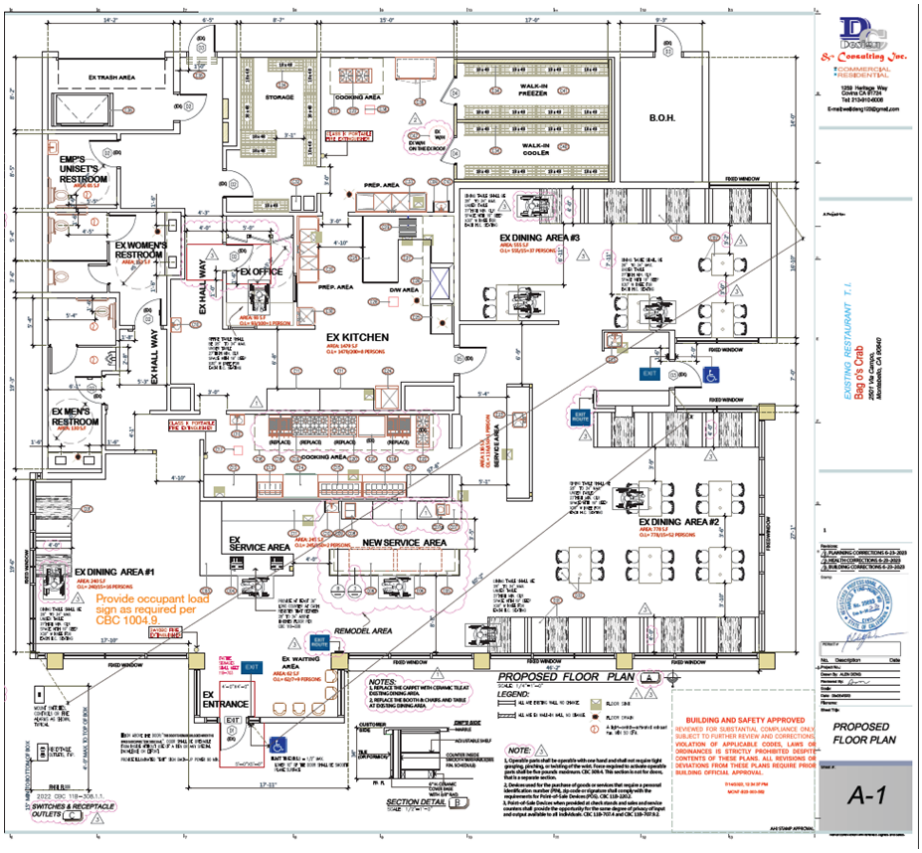
The restaurant will not include a dedicated bar area and will only serve alcohol with the purchase of a meal. There will be a full-time chef and an identifiable dining area as shown in the proposed floor plan below. The area designated for seating is comprised of approximately 1,573 square feet with seating for 105 customers. The business is operated as a family friendly restaurant with at least 51% of the business enterprise derived from the sale of food and non-alcoholic beverages. The restaurant will be staffed by a team of trained professionals, including servers, bartenders, kitchen staff, and managerial staff. All staff members will be trained in their respective duties as well as in customer service, food safety, and responsible alcohol service.

The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	N/A	California State Highway 60 (Pomona Freeway)
South	C-2	General Commercial
East	C-2	General Commercial
West	C-2	General Commercial

Business Operation

The restaurant Bag O' Crab will be open Monday thru Sunday from 11:30 a.m. – 10:00 p.m. The restaurant will have a diverse menu of prepared seafood. Bag O' Crab offers a wide range of seafood including Dungeness Crab, Lobster, Shrimp, Crawfish, and more in family inherited recipes.



ABC License Type

The Applicant is requesting a CUP to allow the on-sale dispensing of beer and wine, ABC Department (Type 41 License) at a restaurant (Bag O' Crab). Table X identifies the number of licenses authorized by census tract number 5300.05. Table Y identifies the current alcoholic beverage licenses for that specific census tract.

Table (X)

County Name	Population	Census Tract #	Census Tract Population	Allowed On Sale	**Allowed** Off Sale	Existing On Sale	Existing Off Sale
Los Angeles	10,044,458	5300.05	4,191	4	2	6	2

Table (Y)

License Number	Status	License Type	Premises Address	Business Name
520933	Active	41 (On- sale Retail Beer and Wine Eating Place)	2323 Via Campo	International Buffet
531463	Active	86 (On-sale/ Off-Sale Retail License)	2469 Via Campo	Albertsons 1181
550827	Active	47 (On- sale Beer and Wine eating place)	1493 North Montebello	Applebee's Neighborhood Grill & Bar
569765	Active	47 (On- sale Beer and Wine Eating Place)	1475 North Montebello	AMC Montebello 10
601401	Surend	41 (On- sale Beer and Wine Eating Place)	2501 Via Campo	Cocos 225
639516	Active	41 (On- sale Beer and Wine Eating Place)	2557 Via Campo	Modern Thai Restaurant
479293	Active	21 (Off- sale Retail License)	2525 Via Campo	CVS Pharmacy

FINDINGS-CONDITIONAL USE PERMIT

Pursuant to Section 17.61.030 of the Montebello Municipal Code (MMC), Planning Commission approval of a CUP for the sale of alcohol is required. The said Code Section states, "….no place where alcohol beverages are sold, served or given away as a normal course of business for on-sale consumption, shall be established without first obtaining a conditional use permit from the City of Montebello." The proposed alcohol sales would be an accessory use to the existing restaurant use, and alcohol sales would be permitted with a CUP.

Pursuant to Section 17.61.050 of the MMC, before any CUP shall be granted, all of the following findings must be made:

A. The site for the proposed use would not adversely affect the general welfare of the surrounding property owners; The project is located within the General Commercial (C-2) zone. The zoning district is intended to offer a large variety of commercial opportunities serving the local communities. Some of the identified commercial uses include, but are not limited to, retail, grocery store, and restaurants. The current use at the Project Site is an existing restaurant and the proposal will allow the Applicant to sell alcohol for on-site consumption to be served with a meal. Bag O' Crab is a restaurant with no intent on selling alcohol to anyone not ordering a meal.

The restaurant is situated within an existing shopping center, its proposed use is consistent with the surrounding commercial land uses. This compatibility ensures that the restaurant will complement the existing businesses and not introduce any unexpected or disruptive activities that could negatively impact the neighboring properties. The shopping center provides sufficient parking spaces and efficient traffic circulation to accommodate the needs of the restaurant's patrons. This ensures that the restaurant does not generate excessive traffic or create parking issues in the surrounding area, minimizing any

potential inconvenience for neighboring property owners. The restaurant will maintain reasonable hours of operation that are compatible with the surrounding commercial environment, minimizing any potential disturbances caused by noise, lighting, or activity during latenight or early-morning hours. Additionally, the restaurant's interior layout and design will incorporate appropriate noise control measures, such as insulation and acoustical treatments, to minimize any potential noise impacts on neighboring properties.

The restaurant will implement best practices for waste management and odor control, including regular trash pickup, proper storage of waste materials, and the installation of an effective ventilation system. These measures will help prevent unpleasant odors or waste-related issues that could negatively affect the surrounding property owners.

B. *Would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area;*
The “Project Site” is located in Census Tract 5300.05, which permits four (4) on-sale license types and two (2) off-sale license types. Census Tract 5300.05 currently has six (6) on-sale type licenses and two (2) off-sale type licenses; therefore this census tract would continue to be over concentrated with a proposed total of six (6) on-sale type licenses including the proposed alcohol license for Bag O’ Crab.

By State law, the ABC Department may only grant a limited number of alcohol licenses based on a “per census-tract” quantity. Meaning that only a certain number of license types are granted in any given census tract area to avoid undue concentration of alcohol sales. As a result, the approval of Case No. PC-2023-0007-CUP does not guarantee that the Applicant will receive an alcohol license from the State. As the sole alcohol licensing and enforcement agency, ABC will ultimately determine the appropriate license types and requirements at the proposed Project Site. To help with that determination, California Business and Professions Code Sections 23958 and 23858.4 (and as codified in Section 17.61.060 of the MMC) requires that the Applicant provide evidence allowing the Planning Commission to make the additional finding that the proposed CUP is necessary for public convenience or necessity, which is outlined in finding letter *F* of this Staff Report (below).

The establishment is a family-friendly environment with a focus on serving the community and ultimately improving the City as a whole. Food establishments offer a convenient service to the local residents, working population and visitors to the area. The City of Montebello is consistently developing commercial enhancements. The proposed request supports the community’s progress, adding to the growth of the City. Any operational, training, or security conditions placed on the approval of the request will safeguard the public’s welfare and further protect the integrity of the community.

C. *Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities.*

If operated in accordance with the law and the mandatory conditions of approval, the primary use of the subject site as a family restaurant should not be problematic to surrounding sensitive uses because the conditions of approval will contain mitigation measures including, but not limited to, noise levels limits, adequate lighting, security measures imposed by Montebello Police Department, alcohol awareness training for staff, and an annual compliance review for the first three years from the date of the issued ABC license. Additionally, the Applicant may be required to meet further conditions of approval that the Planning Commission sees fit to impose with respect to the business operation and surrounding uses. The family restaurant meets the MMC definition of a "bona fide restaurant" (see MMC 17.61.020) and will not contain a bar or serve alcohol to customers coming in solely for a drink. The restaurant's goal is to keep the establishment friendly and safe for families to enjoy a meal.

D. *Would not aggravate existing problems created by the sale of alcohol (e.g., littering, loitering, noise, public drunkenness, calls for service, and sales to minors);*

The Applicant is requesting a CUP to allow on-site alcohol sales to complement its primary use as a seafood restaurant. As a compliment to the primary use, the potential to aggravate any existing problems created by the sale of alcohol is minimal. The restaurant will not have live entertainment, a dance floor, or a designated bar area. The mandatory conditions of approval will also help mitigate any potential issues related to noise, lighting, and operation.

E. *Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan;*
Each of the General Plan Elements establishes policies that provide for the regulatory environment in managing the City and for addressing concerns and problems. Except for those entitlements described herein, the project does not propose to deviate from any of the requirements of the MMC or the General Plan.

The restaurant is located within an existing structure with no plans to expand or alter the exterior of the existing building. The proposed use conforms with the following Polices/Goals of the City of Montebello Land Use Element:

Policy/Goal	Description
"Goal #1, "To formulate a plan which is responsive to the needs of the community, and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;"	The plan for the restaurant aligns with the urban design goals of the General Plan. The building's design, signage, and dining area will be in harmony with the surrounding area's aesthetic character, thereby contributing to the visual appeal of the district.
"Goal #3, To provide for development and location of commercial shopping areas within the community in a manner compatible with other land uses"	The proposed use conforms to the Zoning Code's provisions for the location, which is designated for commercial use. A restaurant that offers a comprehensive dining experience, including beer and wine sales, is an appropriate use under this designation.
Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need,"	The proposed use conforms to the Zoning Code's provisions for our location, which is designated for commercial use. A restaurant that offers a comprehensive dining experience, including beer and wine sales, is an appropriate use under this designation.
Policy Commercial #5, "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; because the proposed use will add an additional service to an existing business that will increase the taxable revenue from this business to the City and that the site is in an appropriate location."	As per the economic objectives outlined in the General Plan, the restaurant will contribute to the local economy by creating jobs, stimulating consumer spending within the city, and generating tax revenue.

F. *Serves the public convenience or necessity based upon factors outlined in Section 17.61.060 of the MMC. This finding shall only apply to conditional use permit applications for bars, off-sale alcoholic beverage establishments, and any other applications that the State Department of Alcoholic Beverage Control determines are located in an area of undue concentration as defined by state law (California Business and Professions Code Section 23958.4.). The factors outlined in Section 17.61.060 of the MMC are:*

- *Whether the proposed use will result in a net employment gain in the city (especially of local residents);*

Many seafood restaurants offer the option to order alcohol with a meal and having that option at this location will attract more customers, subsequently leading to an increase in sales and demand, and resulting in the hiring of additional employees. All of the employees are local and the "applicant" would continue to hire locally.

- *Whether the proposed use will result in a substantial increase in business taxes;*

Offering the sale of alcohol with a meal will result in an increase in tax revenues because more customers will be choosing to dine at Bag O' Crab resulting in an increase in business revenue. Obtaining an on-sale license to sell alcohol will help the restaurant grow and generate additional tax revenues for the City. This proposal will also help retain paying customers within the City instead of losing customers to surrounding cities. This increase is due not only to the direct sales from our restaurant but also the indirect effect of attracting more customers to the shopping center, boosting sales for other businesses as well.

- *Whether the proposed establishment is a unique business addition to the community;*

Bag O' Crab will offer a unique dining experience, with a carefully curated menu and a comfortable atmosphere. The addition of beer and wine sales will further differentiate our restaurant from others in the area, filling a niche for those looking for a quality dining experience with alcoholic beverage options.

- *Whether the proposed use will contribute to the long-term economic development goals of the community;*

The Applicant's restaurant adds to the vitality of the commercial center in which it is located and to the City as a whole since it provides a neighborhood serving amenity that is enjoyed by nearby residents and visitors. Additionally, it contributes positively to the City's economic health due to the fact that the restaurant provides jobs and provides taxable revenues that can help provide essential services within the City.

- *Whether the aesthetic character ambiance of the proposed use will result in an overall positive upgrade in the area and community;*

The applicant's commitment to maintaining a clean, attractive, and welcoming environment will contribute to the aesthetic character of the area. The ambiance of the restaurant, combined with high standards for service and quality, will have a positive impact on the overall image of the community. As mentioned, there is no bar on-site and the business does not want to create the type of problems often associated with the sale of alcohol at bars and similar establishments. The business seeks to offer its customers the full experience and cater to each individual as much as possible.

- *The viability of the business to operate profitable without alcohol sales.*

While the applicant believes that offering beer and wine will enhance their customers' dining experience, their primary focus is on providing high-quality food and excellent

service. The business model is not dependent on alcohol sales, but rather views them as an additional service for patrons. Therefore, the restaurant is expected to operate profitably even without alcohol sales.

SUMMARY:

REPORTS RECEIVED

On July 10, 2023, the application for Case No. PC-2023-0007-CUP was forwarded to the Police, Building, Fire, Public Works, and Parks and Recreation Department for review, comments, and conditions. The Fire Department responded with recommended conditions of approval which are included in (please see Attachment D).

PUBLIC NOTIFICATION

Pursuant to Section 17.61.040 paragraph (B) of the MMC, the heightened notification requirements for establishments selling (or proposing to sell) alcohol shall not apply to any bona fide restaurants as such term is defined in Section 17.61.020 of the MMC. The project here is a bona fide restaurant as such notice requirements under MMC Section 17.78 (Public Hearings, Notices, and Appeals), apply.
Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On August 3, 2023, Public Hearing Notice was published in the Daily Journal (Montebello News); and
- On August 3, 2023, Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 12-23 - 2501 Via Campo (PC-2023-0007-CUP)
2. ATTACHMENT B - Project Plans.1
3. ATTACHMENT C - CEQA NOE

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 12-23

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. PC-2023-0007-CUP TO ALLOW THE ON-SALE DISPENSING OF BEER AND WINE FOR THE PROPERTY LOCATED AT 2501 VIA CAMPO AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA § 15301 (EXISTING FACILITIES)

WHEREAS, a Conditional Use Permit ("CUP") (PC-2023-0007-CUP) application has been received and accepted; and

WHEREAS, the CUP would allow on-sale dispensing of beer and wine within a bona fide restaurant at the property located at 2501 Via Campo ("Project Site"); and

WHEREAS, on July 9th, 2023, Nick Wang – Bag O' Crab ("Applicant") filed a CUP application (PC-2023-0007-CUP) to allow the on-sale dispensing of beer and wine at the Project Site ("Project"); and

WHEREAS, the establishment meets the definition of a "bona fide restaurant" pursuant to Montebello Municipal Code (MMC) Section 17.61.020; and

WHEREAS, per MMC Section 17.61.030, approval of a CUP by the Planning Commission is required to allow the sale of alcoholic beverages for on-sale consumption; and

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

WHEREAS, the CUP (PC-2023-0007-CUP) is considered a "project," as per the California Environmental Quality Act (CEQA) definition of a "project"; and

WHEREAS, the Project here is Categorically Exempt per CEQA Section §15301, Class 1 (Existing Facilities) because there will be no expansion of the interior or exterior footprint of the existing facility; and

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

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

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

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

SECTION 2. FINDINGS.

a. Per MMC 17.61.050 the proposed use must meet CUP findings and determine if the use:

    1. *The site for the proposed use would not adversely affect the general welfare of the surrounding property owners*;

    The project is located within the General Commercial (C-2) zone. The zoning district is intended to offer a large variety of commercial opportunities serving the local communities. Some of the identified commercial uses include, but are not limited to, retail, grocery store, and restaurants. The current use at the Project Site is an existing restaurant and the proposal will allow the Applicant to sell alcohol for on-site consumption to be served with a meal. Bag O' Crab is a restaurant with no intent on selling alcohol to anyone not ordering a meal.

    As the restaurant is situated within an existing shopping center, its use is consistent with the surrounding commercial land uses. This compatibility ensures that the restaurant will complement the existing businesses and not introduce any unexpected or disruptive activities that could negatively impact the neighboring properties. The shopping center provides sufficient parking spaces and efficient traffic circulation to accommodate the needs of the restaurant's patrons. This ensures that the restaurant does not generate excessive traffic or create parking issues in the surrounding area, minimizing any potential inconvenience for neighboring property owners.

The restaurant will maintain reasonable hours of operation that are compatible with the surrounding commercial environment, minimizing any potential disturbances caused by noise, lighting, or activity during late night or early-morning hours. Additionally, the restaurant's interior layout and design will incorporate appropriate noise control measures, such as insulation and acoustical treatments, to minimize any potential noise impacts on neighboring properties.

The restaurant will implement best practices for waste management and odor control, including regular trash pickup, proper storage of waste materials, and the installation of an effective ventilation system. These measures will help prevent unpleasant odors or waste-related issues that could negatively affect the surrounding property owners.

2. *Would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area;*

   The “Project Site” is located in Census Tract 5300.05, which permits four (4) on-sale license types and two (2) off-sale license types. Census Tract 5300.05 currently has six (6) on-sale type licenses and four (2) off-sale type license; therefore, this census tract would continue to be over concentrated with a proposed total of seven (7) on-sale type licenses.

   By State law, The Department of Alcoholic Beverage Control (“ABC”) may only grant a limited number of alcohol licenses based on a “per census-tract” quantity. Meaning that only a certain number of license types are granted in any given census tract area to avoid undue concentration of alcohol sales. As a result, the approval of Case No. PC-2023-0007-CUP does not guarantee that the Applicant will receive an alcohol license from the State. As the sole alcohol licensing and enforcement agency, ABC will ultimately determine the appropriate license types and requirements at the proposed Project Site. To help with that determination, California Business and Professions Code Sections 23958 and 23858.4 (and as codified in Section 17.61.060 of the MMC) requires that the Applicant provide evidence allowing the Planning Commission to make the additional finding that the proposed CUP is necessary for public convenience or necessity, which is outlined in finding letter *F* of the Staff Report.

3. *Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments,*

residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;

If operated in accordance with the law and the mandatory conditions of approval, the primary use of the subject site as a family restaurant should not be problematic to surrounding sensitive uses because the conditions of approval will contain mitigation measures including, but not limited to, noise levels limits, adequate lighting, security measures imposed by Montebello Police Department, alcohol awareness training for staff, and an annual compliance review. Additionally, the Applicant may be required to meet further conditions of approval that the Planning Commission sees fit to impose with respect to the business operation and surrounding uses. The family restaurant meets the MMC definition of a "bona fide restaurant" (see MMC 17.61.020) and will not contain a bar or serve alcohol to customers coming in solely for a drink. The restaurant's goal is to keep the establishment friendly and safe for families to enjoy a meal.

4. *Would not aggravate existing problems created by the sale of alcohol (e.g., littering, loitering, noise, public drunkenness, calls for service, and sales to minors);*

   The Applicant is requesting a CUP to allow on-site alcohol sales to complement its primary use as seafood restaurant. As a compliment to the primary use, the potential to aggravate any existing problems created by the sale of alcohol is minimal. The restaurant will not have live entertainment, a dance floor, or a designated bar area. The mandatory conditions of approval will also help mitigate any potential issues related to noise, lighting, and operation.

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

   The General Plan for the City of Montebello is essentially the City's blueprint for the future and outlines goals, policies, and objectives to guide development within the City. Each of the General Plan Elements establishes specific goals, policies, and objectives to regulate and manage the City and to mitigate any concerns and problems which may arise from

different types of development. Except for those entitlements described within this report, the project does not propose to deviate from any of the requirements of the MMC or the General Plan. The restaurant is located within an existing structure and the applicant has no plans to expand or alter the exterior or interior at this time. The proposed use conforms with the City of Montebello Land Use Element Goal #1: “To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development,” with Goal #3: “To provide for development and location of commercial shopping areas within the community in a manner compatible with other land uses”, with Commercial Policy #1: “Commercial development in the City should be sited in appropriate locations according to need,” and with Policy Commercial #5, “The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City." The proposed use will add an additional service to an existing business that will increase the taxable revenue from this business to the City and the site is in an appropriate location. Undergoing the CUP process and review ensures this project meets the purpose and intent of this code.

6. *Serves the public convenience or necessity based upon factors outlined in Section 17.61.060 of the MMC. This finding shall only apply to conditional use permit applications for bars, off-sale alcoholic beverage establishments, and any other applications that the State Department of Alcoholic Beverage Control determines are located in an area of undue concentration as defined by state law (California Business and Professions Code Section 23958.4.). The factors outlined in Section 17.61.060 of the MMC are:*

    - *Whether the proposed use will result in a net employment gain in the city (especially of local residents);*

      Many seafood restaurants offer the option to order alcohol with a meal and having that option at this location will attract more customers, subsequently leading to an increase in sales and demand, and resulting in the hiring of additional employees. All of the employees are local and the “applicant” would continue to hire locally.

    - *Whether the proposed use will result in a substantial increase in business taxes;*

Offering the sale of alcohol with a meal will result in an increase in tax revenues because more customers will be choosing to dine at Bag O' Crab resulting in an increase in business revenue. Obtaining an on-sale license to sell alcohol will help the restaurant grow and generate additional tax revenues for the City. This proposal will also help retain paying customers within the City instead of losing customers to surrounding cities. This increase is due not only to the direct sales from our restaurant but also the indirect effect of attracting more customers to the shopping center, boosting sales for other businesses as well.

- *Whether the proposed establishment is a unique business addition to the community;*

  Bag O' Crab will offer a unique dining experience, with a carefully curated menu and a comfortable atmosphere. The addition of beer and wine sales will further differentiate our restaurant from others in the area, filling a niche for those looking for a quality dining experience with alcoholic beverage options.

- *Whether the proposed use will contribute to the long-term economic development goals of the community;*

  The Applicant's restaurant adds to the vitality of the commercial center in which it is located and to the City as a whole since it provides a neighborhood serving amenity that is enjoyed by nearby residents and visitors. Additionally, it contributes positively to the City's economic health due to the fact that the restaurant provides jobs and provides taxable revenues that can help provide essential services within the City.

- *Whether the aesthetic character ambiance of the proposed use will result in an overall positive upgrade in the area and community;*

  The applicant's commitment to maintaining a clean, attractive, and welcoming environment will contribute to the aesthetic character of the area. The ambiance of the restaurant, combined with high standards for service and quality, will have a positive impact on the overall image of the community. As mentioned, there is no bar on-site and the business does not want to create the type of problems often associated with the sale of alcohol at bars and similar establishments. The business seeks to offer its customers the full experience and cater to each individual as much as possible.

- *The viability of the business to operate profitable without alcohol*

sales.

While the applicant believes that offering beer and wine will enhance their customers' dining experience, their primary focus is on providing high-quality food and excellent service. The business model is not dependent on alcohol sales, but rather views them as an additional service for patrons. Therefore, the restaurant is expected to operate profitably even without alcohol sales.

SECTION 3. CEQA. The Planning Commission approves and adopts the CEQA Categorical Exemption § 15301 (Existing Facilities) Class 1 exemption. A Class 1 exemption under CEQA § 15301 applies to projects resulting in the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing private structure involving negligible or no expansion of use. There will be no expansion to the interior or exterior of the existing facilities in the proposed Project.

SECTION 4. APPROVALS. The Planning Commission hereby approves CUP (Case No. PC-2023-0007-CUP) for the on-sale dispensing of beer and wine subject to the conditions of approval set forth in Section 5 of this Resolution.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.

2. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") Department ("Planning Department") to be in substantial compliance with these provisions.

3. Development of the site shall be consistent with all of the provisions of the Montebello Municipal Code (“MMC”) and Conditional Use Permit (“CUP”) (PC-2023-0007-CUP), and the specifications of the Planning Department.

4. Within 30 days of the Planning Department transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

5. The Director at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These conditions(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the CUP (PC-2023-0007-CUP) if sufficient cause is given.

6. Existing and/or proposed table layout shall meet the minimum aisle clearance as determined by the Building and Safety Division and City of Montebello Fire Department (“Fire Department”).

7. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.

8. The Applicant and operator shall prepare and submit an annual project compliance report. This report is due annually for the first three (3) years of alcohol sales, starting one-year from the date of issuance of an Alcoholic Beverage Control (“ABC”) license. The compliance report must be submitted to the Director to demonstrate compliance with the Conditions of Approval. The Director shall transmit the annual project compliance report to the Planning Commission to either receive and file or take any other action as deemed necessary.

9. In the event of a change of ownership, business name, or transfer of ABC License, the conditional use permit will be brought back to the Planning Commission for review.

10. Any outdoor entertainment activities or sponsored events shall be subject to a Temporary Use Permit pursuant to Chapter 12.16 (“Temporary Permits for Outdoor Activities”) of the MMC.

11. The kitchen shall be open and serving food during all hours of operation in all dining areas of the establishment. Menus are subject to review and approval from the Planning Department as part of the annual compliance review.

12. The business shall be operated as a “bona fide restaurant” at all times, as defined in Section 17.61.020 of the MMC. A full menu shall be available to all patrons during all hours of operation. There shall be no restriction on the age of customers except as stated in the conditions of approval.

13. Prior to the commencement of alcohol sales, all employees who will sell alcoholic beverages shall be required to attend either ABC RBS training or a comparable in-house training program approved by the Director. Any employees hired after the commencement of alcohol sales shall be required to attend RBS training or the approved in-house training within thirty (30) days of their hire date.

14. No more than 50% of total gross revenues per year shall be from alcohol sales. The Applicant shall maintain records of gross revenue sources which shall be submitted to the Director and/or ABC upon request.

15. The operation shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, and other actions. Site project management (“Management”) shall patrol the business premises and the surrounding vicinity, including the public rights-of-way to the property, during all hours of operation. Management shall ensure that no littering, loitering, or consumption of alcohol occurs in and around the project site.

16. Permitted hours of operation shall be 11:00 AM to 10:00 PM Monday through Sunday.

17. The site and surrounding area shall be maintained in a litter and graffiti free manner. Any graffiti that occurs on the site shall be removed within 24 hours at Applicant, Site Owner (“Site Owner”), and/or Operator’s own expense.

18. A decorative masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zoned or used for residential purposes or any other sensitive use, such as schools, churches, parks, etc.

19. The noise levels generated by the operation of such establishment shall not exceed sixty-five (65) dBA between the hours of seven (7) a.m. to ten (10) p.m., and not exceed sixty (60) dBA between the hours of ten (10) p.m. to seven (7) a.m., so as to mitigate the impact of adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

20. The exterior lighting of the parking area shall be kept at an intensity of between one (1) and two (2) foot candles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be screened from adjacent properties and from the sky.

21. The sale of alcoholic beverages for consumption outside or off the premises shall be prohibited; except, that this provision shall not apply to bona fide restaurants with approved outdoor or sidewalk dining, or to a bona fide restaurant with an approved CUP and an approved license with the ABC for off-sale consumption.

22. Adequate security measures shall be provided as specified by the Montebello Police Department ("Police Department"), including, but not limited to, retaining trained staff and security personnel, and providing security devices such as surveillance or burglar alarm systems.

23. As a bona fide restaurant, shall possess a supply of food and goods adequate to make substantial food sales and comply with Section 23038 of the Business and Professions Code. All food must be maintained in a sanitary condition and comply with all Health Department regulations. Failure to serve food (for any reason) shall result in the automatic suspension of all alcoholic beverage sales that are served for on-site consumption until food sales are resumed.

24. The sorting of empty bottles and other recyclable products shall be limited to the hours between 8:00 a.m. to 9:00 p.m. daily.

25. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in Chapter 17.62 ("Signs") of the MMC.

26. As stated in Section 9.04.010 ("Drinking in Public") of the MMC, no person shall drink any intoxicating liquor in or upon any public street or public place within the City. Signs shall be posted on the premises both inside and outside specifically citing "Section 9.04.010 - Drinking in Public" of the MMC.

27. Premises shall be kept clean and the Applicant, Operator, and/or Management of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

28. The Applicant, Operator and/or Management of the establishment shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors on the premises.

29. The Applicant/Operator/Management of the establishment shall maintain all required State and/or local permits and/or licenses for the sale of alcoholic beverages in good standing.

30. No person shall sell alcoholic beverages for on-site consumption if there has been any lapse or breach in good standing of any one or more of the permits and/or licenses required for such sale.

31. In addition to the conditions enumerated above, any other condition may be imposed by City staff.

32. No alcoholic beverages shall be served in any disposable container such as disposable plastic or paper cups.

33. No outside alcoholic beverages shall be brought into the establishment, Project Site, or premises for personal use or consumption.

34. Any outstanding violations of the MMC shall be remedied prior to the issuance of a Certificate of Occupancy or commencement of alcohol sales, as applicable. The Applicant, Operator, Site Owner, and/or Management shall be responsible for remedying outstanding Code Enforcement issues. When corrective action requires the issuance of a building permit, the building permit must be issued within 12 months of the effective date of this approval. Corrective action that does not require a building permit shall be remedied within one month of the effective date of this approval. The Director may grant an extension to these time frames, but such extensions shall not extend more than one (1) year from the date of this approval.

35. Exterior signage and window signs advertising brands of alcoholic beverages or other signage advertising alcoholic beverages shall not be visible from public right-of-way.

36. All windows of the facility shall be treated with anti-graffiti film. It is the responsibility of the Applicant, Site Owner, Operator and/or Management, at their sole expense and cost, to have all graffiti on the site removed within 24 hours of its appearance or be subject to citations from the City Code Enforcement Division (“Code Enforcement”).

37. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Planning Department prior to the issuance of building permits.

38. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the conditional use permit's effective date. Exercise of right shall mean issuance of a building permit to commence construction, issuance of alcohol license from ABC, or similar activities demonstrating the intent to proceed with the project, as determined by the Director.

39. Prior to commencement of alcohol sales, the Applicant/Operator/Management shall post a notice in a conspicuous location within the building stating that the site is regulated by a CUP and the Acceptance Form, which includes the establishment's conditions of approval, is available upon request. This notice shall remain posted at all times the establishment is in operation.

40. The Applicant, Operator, Management and/or successor of the use shall bear full cost (hereinafter referred to as the "Inspection Fees") of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.

41. This approval shall not supersede the approval of any other affected agencies. The applicant shall comply with Federal, State, and local requirements.

42. The following on-site requirements of the MMC and/or the specifications of the Fire Department
    1. Fire/Life Safety systems to comply with 2019 Edition California Fire Code.
    2. Commercial Hood Suppression systems to be inspected by a licensed fire protection contractor and inspection report submitted to Montebello Fire Department.

3. Provide a Knox Box in approved location.

43. The following on-site requirements of the MMC and/or the specifications of the Police Department and Code Enforcement Division shall be complied with at all times:

    a. Promoter produced parties or events shall be prohibited. These events include private parties with outside promoters who profit from organizing and/or drawing attendees to the events. Any and all type of advertisements and promotions which promote events or operations in violation of this CUP and conditions of approval shall be subject to citation(s) from the Code Enforcement Division.

    b. Fundraisers for non-profit organizations registered with the federal government shall be permitted provided that they are open to the public and fall within the conditions of this CUP.

    c. Adult entertainment of any nature is strictly prohibited. Televised and/or recorded adult entertainment is prohibited. The Police Department and regulations contained in the MMC shall determine what constitutes "adult" entertainment and where it is allowed.

    d. There shall be no bottle service provided, except for wine.

    e. Dial-A-Ride and taxicab phone numbers shall be posted in conspicuous locations throughout the establishment at all times.

    f. The availability of a variety of non-alcoholic beverages shall be made known and offered to the customers.

    g. Licensed private patrol officers or security guards may be required for any events that trigger a Temporary Use Permit pursuant to MMC Chapter 12.16 – Temporary Permits for Outdoor Activities.

    h. Should a line form outside the restaurant, the line shall be kept quiet and orderly at all times. Lines which block the entrances to any other open business or any parking space or any part of the public-right-of way are prohibited.

i. A copy of the ABC license, business license, health permit, seller's permit, and all other required licenses shall be posted and made readily available to any licensing, code enforcement, public health, and law enforcement officer.

j. The premises shall be subject to inspection by members of the Police Department, Fire Department, Code Enforcement, Los Angeles County Department of Public Health or, any other law enforcement officer at any time without warrant.

k. A responsible person over the age of 21 must be on the premises at all times while the business is open. This person must possess valid identification.

l. Staff under the age of 21 cannot serve alcohol.

m. No gambling of any type shall be allowed on the premises.

n. The Police Department reserves the right to review this CUP at any time if there are excessive calls for service or if the Police Department feels that the operation of the establishment is a risk to public health, safety, welfare, or morals.

o. The Police Department reserves the right to close the business if it appears that the continued operation would create an unsafe environment for the employees, patrons, bystanders, or emergency personnel. Examples would include, but not limited to, patrons fighting, overcrowding, unruly crowds, threats to public health and welfare, etc.

p. The business owner shall install, maintain, and obtain City permits for a burglary and robbery alarm system.

q. Doors that are not utilized for customer access shall be locked from the outside and have alarmed panic hardware.

r. If police or fire services are required at the location, the Applicant will be responsible for reimbursing the City for all related costs.

s. If Code Enforcement is required due to any code violations and/or violations of the conditions of this CUP, the applicant will be responsible to reimburse the City for all inspections and costs.

t. An approved Emergency Access Plan shall be provided, subject to review and approval of the Police and Fire Departments prior to issuance of the Certificate of Occupancy or commencement of alcohol sales, as applicable.

u. A signed copy of the Acceptance Form shall be kept at the business and presented to any law enforcement officer on demand.

v. Any violation of the conditions of this permit may cause the revocation of the subject CUP.

44. Additionally, the following Fire Department specifications and comments shall be complied with at all times as well:

a. Businesses with cooking operations which produce grease laden vapors will require a commercial hood/ fire protection system which is UL-300 compliant. The installation will meet 2019 Edition California Fire Code and NFPA Standards.

b. Class K fire extinguishers are required in the kitchen area.

c. Illuminated exit signs above exit doors with emergency lighting capability are required.

PASSED AND ADOPTED this 15th day of August, 2023 by the Planning Commission.

Commissioner Cuevas: ( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Morales: ( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Valdez: ( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli: ( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Medina: ( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

_____
Victor Cuevas, Chair

ATTEST:

_____
Joseph A. Palombi, Director
Planning & Community Development Department

ROOM FINISH SCHEDULE

SCALE N.T.S (1)

ITEM / ROOM NAME	FLOOR	BASE	WALL	CEILING
EX SERVICE AREA/KITCHEN AREA/FREP/DW AREA/STORAGE	○		○	○
EX OFFICE AREA		○	○	○
EX RESTROOM		○	○	○
EX DINING AREA		○	○	○
EX WALK-IN COOLER/ FREEZER	○		○	○
EX WAITING AREA		○	○	○
NEW SERVICE AREA	○		○	○

NOTES:
1, Cover base is smooth,durable,and non-absorbent.
2, ALL FINISHES SHALL COMPLY WITH TABLE 803.11, CBC.

EQUIPMENT SCHEDULE

SCALE N.T.S (2)

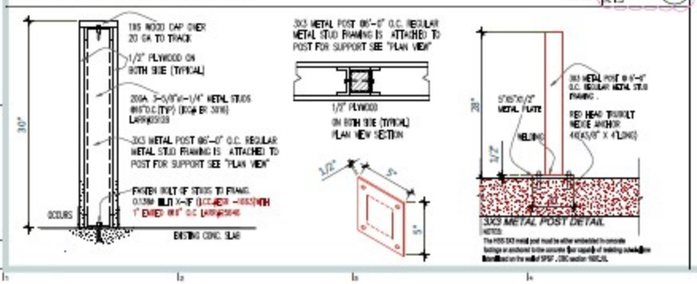
ALL EQUIPMENT SHALL BE NSF APPROVED, REFRIGERATOR SHALL BE MEET NEW NSF STANDARD 7)

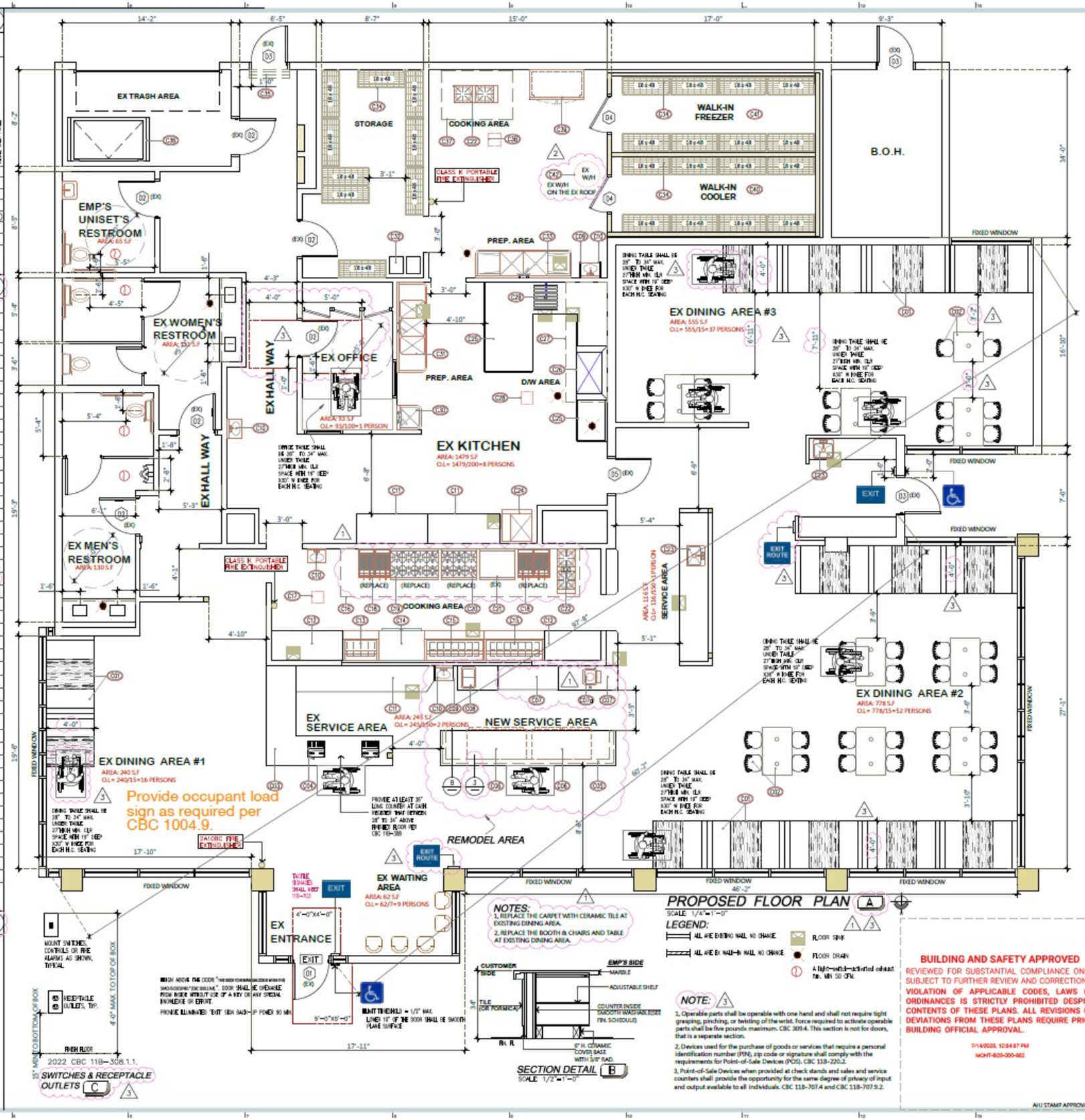
NEW	EX.	NO	QTY	DESCRIPTION	MODEL &MARK	REMARK
○		(C01)	1lot	BOOTH	CUSTOM-MADE	
○		(C02)	1lot	CHAIRS AND TABLE	CUSTOM-MADE	
	○	(C03)	1lot	SERVICE COUNTER	CUSTOM-MADE	
○		(C04)	1	CASH REGISTER/POS	"SHARP"	NSF
○		(C05)	1lot	SERVICE COUNTER	CUSTOM-MADE	
○		(C06)	2	60" UNDER COUNTER FREEZER (SELF-CONTAINED)	"ATOSA"MGF8403GR	115V,1ø, 2.8A
○		(C07)	1lot	S.S. WORK TABLE	GSW	
○		(C08)	1	HOT WATER BOILERS (WASTE TO F/S).	"RECULNARE"MEMOE-N	120V,1ø, 15A
○		(C09)	1	ICE BIN (WASTE TO F/S)		
	○	(C09)	1lot	S.S. SPLASHING GUARD (6" HIGH FORM SINK)	CUSTOM-MADE	NSF
	○	(C10)	2	HAND SINK w/SOAP & TOWEL DISP.	"TURBO-AIR"-TSS-1H	NSF
	○	(C11)	1lot	REAR SERVICE COUNTER	CUSTOM-MADE	
	○	(C12)	1lot	S.S. WORK TABLE	CUSTOM-MADE	
	○	(C13)	1	PREP. COLD TABLE (SELF-CONTAINED)	"ATOSA"MSF3610GR	115V,1ø, 2.3A (REPLACE)
	○	(C14)	1	36" UNDER COUNTER FREEZER (SELF-CONTAINED)	"ATOSA"MGF3681GR	115V,1ø, 2.3A (REPLACE)
	○	(C15)	2	PREP. COLD TABLE (SELF-CONTAINED)	"ATOSA"MSF3303GR-60"	115V,1ø, 2.8A (REPLACE)
	○	(C16)	1	20'-0"x4'-0" HOOD w/FIRE PROTECTION SYSTEM TYPE1"	EXHAUST FAN	EXISTING NSF
	○	(C17)	1	MAKE-UP AIR		EXISTING NSF
	○	(C18)	4	DEEP FRYER	"ATOSA"ATF5-75	150,000 BTU (REPLACE)
	○	(C19)	1	48" GAS RANGE WITH 8 OPEN BURNER	"ATOSA"AGR-48	304,000 BTU (REPLACE)
	○	(C20)	1	36" GAS RANGE WITH 6 OPEN BURNER	"ATOSA"ATO-48	219,000 BTU (REPLACE)
1	○	(C21)	1	36" HEAVY DUTY GRIDDLE	ATMG-36 -=36"	150,000 BTU (EXISTING)
	○	(C22)	1	DOUBLE STOCK POT STOVE	"ATOSA"ATSP-1B-2	320,000 BTU
	○	(C23)	2	DROP-IN HAND SINK w/SOAP & TOWEL DISP.	"ADVANCE TABCO" DI-1-=-35	NSF
	○	(C24)	1	ICE MAKER (WASTE TO F/S)	"HOSHIZAKI"IM-660MAJ/B-500	115V,1ø, 15.2A
	○	(C25)	1LOT	S.S DISHWASHER TABLE	"NSF" LISTED	
	○	(C26)	1	S.S DISHWASHER MACHINE (WASTE TO F/S)	"SOLAR" DI-=4000	115V,1ø, 2.3A (REPLACE)
	○	(C27)	1	10'-0"x4'-0" HOOD TYPE1"	EXHAUST FAN	EXISTING NSF
	○	(C28)	1	MAKE-UP AIR		EXISTING NSF
	○	(C29)	1	PRE - RINSE SINK (WASTE TO F/S)	"ENCORE" KN63-1000-BRMV	NSF
	○	(C30)	1	MOP SINK w/MOP HANGER& SHELF FOR CLEAN EQUIP.	"TURBO AIR"TSA-1-=N	W/VACUUM BREAKER PREVENTION DEVICE
	○	(C31)	1	1-COMPARTMENT SINK(W=16"w x 20"L x 12"H)WITH TWO INTEGRAL DRAIN BOARDS(W=16"w x 24"L) (WASTE TO F/S)	"TURBO AIR" TSD-1-02	NSF
2	○	(C32)	1	EMP'S LOCKER W/ 6" H LEGS	"WIN-HOLT"	NSF(WITH 6" HEIGHT LEGS)
	○	(C33)	1	PREP. SINK (WASTE TO F/S)	"TURBO-AIR"-TSA-2-12-01	NSF
	○	(C34)	1lot	S.S. DRY STORAGE SHELVING 108 LIN FT MIN. MIN 4 TIERS	"EAGLE"	NSF
	○	(C35)	1	AIR CURTAIN W/ MICRO SWITCH (DOOR ACTIVATED) MIN1600 FPM	"WARS"36INCH	115V,1ø, 5.1A
	○	(C36)	1	TRASH CAN		NSF
	○	(C37)	1	6'-0"x4'-0" HOOD w/FIRE PROTECTION SYSTEM TYPE1"	EXHAUST FAN	EXISTING NSF
	○	(C38)	1	MAKE-UP AIR		EXISTING NSF
	○	(C39)	1	2 DOOR REFRI(SELF-CONTAINED)	"Traulsen" ADT23300T-=RHS	115V,1ø, 12.6A
	○	(C40)	1	WALL-IN COOLER (WASTE TO F/S) REFRIGERANT TYPE R134A	NSF/ANSI STANDARD7	NSF
	○	(C41)	1	WALL-IN FREEZER (WASTE TO F/S) REFRIGERANT TYPE R134A	NSF/ANSI STANDARD7	NSF
2	○	(C42)	1	GAS TANK WATER HEATER	"American Standard" ST-120 AS	250,000 BTU 119 GAL (ON THE EX ROOF)

ALL EQUIPMENT, INCLUDING SHELVING, MUST BE SUPPORTED BY SIX(6) INCH HIGH, EASILY CLEANABLE LEGS, COMMERCIAL CASTORS, OR COMPLETELY SEALED IN POSITION ON A FOUR(4) INCH HIGH CONTINUOUSLY COVED BASE OR CONCRETE CURB TO FACILITATE EASE OF CLEANING.

LOW PARTITION SECTION

SCALE N.TS (3)





BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY.
SUBJECT TO FURTHER REVIEW AND CORRECTIONS.
VIOLATION OF APPLICABLE CODES, LAWS OR ORDINANCES IS STRICTLY PROHIBITED DESPITE CONTENTS OF THESE PLANS. ALL REVISIONS OR DEVIATIONS FROM THESE PLANS REQUIRE PRIOR BUILDING OFFICIAL APPROVAL.
7/14/2023, 12:04:57 PM
MONT-B25-000-002
AHJ STAMP APPROVAL

D Design & Consulting Inc.
COMMERCIAL
RESIDENTIAL
1259 Heritage Way
Covina CA 91724
Tel: 213-910-6008
Email:wolldeng123@gmail.com

EXISTING RESTAURANT T. I.
Bag o's Crab
2501 Via Campo,
Montebello, CA 90640

Revisions:
1 PLANNING CORRECTIONS 6-23-2023
2 HEALTH CORRECTIONS 6-23-2023
3 BUILDING CORRECTIONS 6-23-2023

Stamp: REGISTERED PROFESSIONAL ENGINEER No. 20083 Exp.9-30-23 CIVIL STATE OF CALIFORNIA

No.	Description	Date

Project No.:
Drawn By: ALEN DENG
Reviewed By:
Scale:
Date: 05-08-2023
Filename:
Sheet Title:

PROPOSED FLOOR PLAN

Sheet #:
A-1

Notice of CEQA Exemption

To:	From:
County of Los Angeles Registrar-Recorder/County Clerk 12400 Imperial Highway Norwalk, CA 90650	City of Montebello Planning & Community Development Department 1600 W. Beverly Blvd. Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Conditional Use Permit for on-sale dispensing of beer and wine at 2501 Via Campo
Project Location: 2501 Via Campo, Montebello, CA 90640
Case Number(s): PC-2023-0007-CUP & ENV No. 07-23-CE

Description of Nature, Purpose, and Beneficiaries of Project: Conditional Use Permit ("CUP") Case No. PC-2023-0007-CUP to allow the on-sale dispensing of beer and wine at a restaurant (Bag O' Crab) located at 2501 Via Campo ("Project Site").
Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Nick Wang on behalf of ML House, LLC (Brixmor Montebello Plaza) ("Property Owner") – Bag O' Crab Restaurant

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 1- CEQA Guidelines Section 15301 (Existing Facilities)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15301 - Class 1 (Existing Facilities) of the CEQA Guidelines and none of the exceptions under § 15300.2 apply. The project is consistent with the General Plan as well as applicable zoning designation and regulations being in the C-2 Zone with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development
Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency ☐ Signed by Applicant

ITEM # 3

CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Daniel Ruiz, Assistant Planner

SUBJECT: **OBJECTIVE DEVELOPMENT STANDARDS**

DATE: August 15, 2023

RECOMMENDATION(S):

Staff recommends the Planning Commission of the City of Montebello ("Planning Commission") review, receive and file this report and attachments and provide Planning Division staff with feedback regarding any additional action the Planning Commission would like to take related to the project.

FISCAL IMPACT:

N/A

BACKGROUND:

- On March 2, 2022, the City of Montebello, along with AECOM, a design and planning consulting firm, and the Southern California Association of Governments (SCAG), a Metropolitan Planning Organization (MPO) representing six counties and 191 cities in the Southern California region, initiated the Objective Development Standards (ODS) project with a virtual project kick-off meeting.
- On June 29, 2022, AECOM held a virtual staff study session with representatives from the City of Montebello Planning and Code Enforcement Divisions.
- On September 15, 2022, AECOM led a community workshop at the Chet Holifield Community Center, the first of two public workshops held as a part of the ODS

project to build an understanding of objective standards and to provide the public with an opportunity to give feedback on draft materials.

- On November 1, 2022, AECOM provided the Planning Commission with a presentation regarding the ODS project. The Planning Commission received and filed the information provided by Planning Staff and AECOM in association with the project.
- On June 1, 2023, AECOM led the second and last public workshop, a public open house at the City of Montebello's Council Chambers. The workshop focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials.
- Prior to providing the project's final reports and deliverables, AECOM will provide presentations to both the Planning Commission and City Council to provide an update to the deliberate bodies and Planning staff will request direction on whether to bring back a resolution for future adoption of the recommended standards provided by AECOM in conjunction with this project.

PROJECT INFORMATION

The City of Montebello ("City") joins a group of cities including Santa Fe Springs, South Pasadena, and Santa Monica in participating in the SCAG Objective Development Standards project. The preparation of objective development and design standards is incorporated in the City of Montebello's certified 2021-2029 Housing Element as a desired policy outcome of the city.

The project is funded through the 2020/21 Sustainable Communities Program (SCP). The Program provides an opportunity to document, assess, and modernize the existing multifamily objective development standards and the permitting process and recommend new standards for mixed use development in Montebello. AECOM is the consultant group responsible for conducting a technical review of the City's existing development review process and producing a report that recommends updates to streamline the housing approval process. The review shall analyze the City's existing policy documents, design guidelines, development standards and regulations, and permit procedures. Additionally, AECOM is tasked with developing an online cost estimator spreadsheet tool for public use that calculates the estimated cost of permit application fees (planning/building related fees) and applicable development impact fees.

AECOM will deliver objective development standards for the following citywide zoning designations:

- R-3 (Multiple-Family Residential Zone),
- Housing Opportunity Overlay Zone (High Density Residential),
- R-2 (Medium Density Residential Zone), and
- Mixed Use Blvd/Corridor Zone

The following are considered as key project issues and considerations:

- Objective development standards are needed in the City to provide certainty in the permitting process to increase housing unit production.
- Efforts will be informed by City staff, community members, key stakeholders, and decision makers.
- Technical and outreach materials will be translated into a second language to increase community members' access and encourage participation in the process.
- Developing templates that can be used for the City.

Objective standards involve no personal or subjective judgment by a public official and are verifiable by reference to criteria available and known to both an applicant and City staff. Objective development standards relate to the general massing and placement of a structure while objective design standards relate to the design of a structure and preserving and enhancing the desired character of existing neighborhoods by improving the aesthetic and functional quality of new developments. The table below illustrates the difference between "Development" and "Design" and how they can be applied.

What are Objective Standards?

Development	Design
Standards that inform the general massing of a structure: • structure height • lot area • setbacks • lot coverage • floor area ratio	More detailed standards that in the design of a structure or ope space: • articulation/modulation • roof line variation • transparency/fenestration • lighting • parking screening • plaza or open space design • landscape, hardscape, and ameni

On September 15, 2022, AECOM led the project's first community workshop located at Chet Holifield Park. The workshop was advertised on the City's website, citywide e-newsletter, and social media platforms. The workshop was attended by approximately 15 interested stakeholders. Attendees were provided with an overview of housing challenges in the City and SCAG region, California laws related to housing production, and information related to the City's existing regulations and processes. A descriptive summary for the workshop is included in this report as "Attachment B."

On November 1, 2022, a study session was held with the City's Planning Commission about the project and relevant State laws to collaborate on locally appropriate solutions

to increase the capacity potential and accelerate housing production.

On June 1, 2023, a public open house, was held at the City Hall Council Chambers lobby area to provide the public an opportunity to give feedback on the draft objective development standards proposed under the scope of this project. The public open house was advertised on the City's website, citywide e-newsletter, and social media platforms. A summary for the workshop is included in this report as Attachment "C".

The project is currently in the final stages as reflected within the SCAG ODS Project Schedule (Attachment "D"). As a part of task 4, presentations to the Planning Commission and City Council will be provided by AECOM and Planning Division Staff. Staff is seeking the Planning Commission's and City Council's input on the recommended objective development standards as part of this project. Staff will compile comments from the Planning Commission and City Council and present them to the Planning Commission and City Council for future consideration.

It is anticipated that AECOM will provide their final deliverables in the form of a final report outlining the recommended objective standards in late September 2023.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the Planning Commission receive and file this presentation and provide Planning Staff with feedback regarding any additional action the Planning Commission would like to take related to the project.

ATTACHMENT(S)

1. Attachment A - SCAG Letter of Commitment
2. Attachment B - Public Workshop 1 Summary
3. Attachment C - Public Workshop 2 Summary
4. Attachment D - Project Schedule
5. Attachment E - ODS Custom Zone Toolkit

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

July 19, 2021

Sarah Jepson
Planning Director
Southern California Association of Governments
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017

RE: SCAG Sustainable Communities Program – Implementation Terms – Housing and Sustainable Development

Dear Ms. Jepson,

Pursuant to HCD guidance, jurisdictions participating in the Regional Early Action Planning Grant Program (REAP) funded HSD program, should have an implementation strategy for the funded activity, including, where appropriate, having the completed planning document considered by the applicable board, commission, council, or other decision making body. By signing this form, the jurisdiction acknowledges that it will work with the SCAG consultant in good faith to prepare project deliverables that can be implemented. Approval of any project deliverables is ultimately up to the applicable board of the jurisdiction, and SCAG recognizes and agrees that consideration of the project deliverables is ultimately within the sound discretion of the jurisdiction.

Sincerely,

René Bobadilla, P.E.
City Manager
City of Montebello

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EMAIL: rbobadilla@cityofmontebello.com WEBSITE: https://www.cityofmontebello.com/

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One California Plaza
300 South Grand Avenue
Los Angeles, CA 90071

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F: +1 (213) 593 8178
aecom.com

Project name:
SCAG REAP: Objective Development Standards (ODS) Bundle

To: Monica Mercado-Rodriguez,
Planning Manager
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

CC: Stacey Morales, Associate Planner

From:
Ashley Hoang, Senior Associate

Date:
September 22, 2022

Memo

Subject: SCAG ODS Project Public Workshop #1 Summary

Introduction

The City of Montebello (City) is taking part in a project funded by the Southern California Association of Governments (SCAG) to document, assess, and modernize multi-unit and mixed-use objective development and design standards and permitting. This project is serving the cities of Montebello, Santa Fe Springs, Santa Monica, and South Pasadena. It will help support a greater understanding of the role of objective development and design standards in increasing housing production in Los Angeles County and throughout California. The project includes the preparation of an existing local policies and regulations review report, a current project review report, permit streamlining assistance, an online cost estimator tool, and the creation of an objective standards toolkit of recommendations for up to four zones.

The City is undertaking a public engagement process to inform community members and stakeholders about the project. Two community workshops will be held to focus on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The first of the two workshops to build an understanding of objective standards was held on September 15, 2022.

Presentation Summary

The presentation started with a brief introduction of the project and its timeline and that the SCAG grant's purpose is to provide funding to cities to document, assess, and modernize multi-unit and mixed-use objective standards and permitting, and reviewed the key deliverables resulting from the project noted above.

During the presentation, the project team:

- Defined what objective standards are and explained the difference between subjective guidelines and objective standards,
- Shared examples of graphics helpful in visualizing standards that will be created for the toolkit,
- Discussed the project deliverables' goals, purpose, and why they are important,
- Gave a brief overview of what the housing needs are at the State and City level and a summary of recent housing legislation,
- Shared the initial findings on standards and applications from the analysis of existing Montebello policies, regulations, permitting, and projects,
- Shared findings from the City Staff Study Session,

- Presented the four zones and the potential objective standards categories that recommendations will be developed for as part of the toolkit, and
- Shared the next steps and workshop dates for the project.

Public Comments

Following the presentation, the project team heard from the attendees, answered questions, and received comments to inform the project work. All questions and comments received at the workshop are provided below, with responses from the project team noted. Comments are listed in the order in which they were received.

Question: *Does this project have a name?*

> Response: It is called SCAG Objective Development Standards.

Question: *Is it only going to affect multi-unit or single residency? Will SB 9 be impacted?*

> Response: Because of the State's needs for housing production, we are trying to get as much as we can; the project focuses on multi-unit and mixed-use zones, not single-unit. No, SB 9 is a State law and won't be impacted.

Comment: *I hear you, and you're explaining the ODS to regular people. Will it also help big developers? Is this for common people?*

> Response: We are referring to multi-unit and mixed-use development, so yes, big development. We want developers and all people to have a better understanding of the process.

Comment: *This sounds like this process is built for developers over small owners. What if we don't want housing? We don't want streamlining. Developers come in and trample our rights, make more traffic, and more density.*

> Response: We appreciate your comment. Your individual rights will not be taken away.

Question/Comment*: Can we say that there is no building in some areas, like in oil wells? There isn't enough open space. We do have condos, a lot of them, and every unit should be occupied. Many times, developers leave units vacant.*

> Response: The City wants to evaluate the standards. We want your input to see if we need to create better standards that enhance developments with items that increase the quality of life for residents such as adding open space requirements that would add trees and landscaping. We're also working to improve applications and handouts to clarify the standards.

Comment/Question: *There are 13 people here, this is not a representation of Montebello. This is not the input of South Montebello. You are not having a workshop with the community. How was this meeting advertised?*

> Response: We appreciate your comment. We advertised on social media and on the City website.

Comment: *You didn't do a good job! What makes you think people have social media? There are 13 people here. The wrong audience is here. We set the standards but look who showed up here. We are regular people. This is the wrong way of transmitting this information to the public. The State is making every mandate to cram more people into the city. There might be something we need to be doing at the state level to advocate against more housing. The City is embracing this bundle project, you can go on and finish the presentation, but it is the wrong audience.*

> Response: The City is seeking input from community members for this year-long project. We want to build an understanding on objective development standards and shed light on how to improve the standards. When we get to the milestone next year, we will share with the Planning Commission and/or City Council the information we've gathered and recommendations on how to improve development standards and permit processes for multi-unit and mixed-use development projects. This project does not take away your ability to share your overall concerns, proposed further changes in your community and it does not change the zoning codes as these are simply recommendations for improvements. This information is publicly available and anyone who wants to be involved can reach out to the City directly and provide comments as well as obtain information throughout the process.

Question: *How did South Montebello choose this workshop location?*

Response: We have done meetings here before. It was available.

Comment: *I'm thinking about my city – we don't have enough trees. We don't have enough water. Then they want to come and build with our tax money. They want to mess my life up with more buildings, less green space. They're trying to bring in more people.*

Response: Currently, developers are not required to provide any amenities. These ODS can require developers to build more resources like planting more trees.

Comment: *Those 2-3 story buildings are not welcomed here. We don't want them.*

Response: Yes, community members sometimes don't want more height in their neighborhoods. The ODS can mandate better design where height is considered. SB 9 allows you to have four units in a single-family residential zone. The density is already coming. If a buffer with trees is needed, or a larger setback, that can be created.

Comment: *Building up means there is more people or building for more density. Then they will need a car and need to park their car. In East LA, there is no parking. If we build up, we will not have enough space for the parking. They say they make two parking spots for each person, but it isn't true. What you say is different from what is happening.*

Response: We understand that parking is an impactful issue to communities. State legislation provides certain development projects parking reductions, such as those providing affordable housing seeking density bonuses. This is because the cost of providing parking is so expensive and often makes development infeasible.

Comment: *City employees should drive around the neighborhoods and see how bad parking is. People park their cars in the front yards. A staff employee should take pictures and bring them to City Hall. The five members of the Council don't see it. They talk about it.*

Response: Your comment is appreciated.

Comment: *We have badly paved streets in the City, perhaps that should be addressed too.*

Response: This project doesn't include addressing street paving so won't impact paved streets.

Comment: *You're looking for suggestions, the City should do away with commissions. That means a few people making big decisions. They should bring it to the districts[1] instead. Commissioners want State funding. We don't care about that money.*

Response: If you have concerns with your City appointed or elected representatives you have the right to voice your concerns directly to them or others to make changes. In the City I live in, if I have concerns about a new development project, I usually attend the public meetings about those development projects expressing my concerns to the Planning Commissioners and/or other decisionmakers such as City Council.

Comment: *The slide says, "Development Permit Application" and to develop mixed-used and multi-unit housing production. AECOM will lie and say that the community is okay with the plans. We're saying we don't like this and the City will not listen to us! We don't trust City Council. You're very anxious to move on. You want input and you're shutting us down. Even if the meeting stops, we don't want to move on.*

Response: If you would like to spend more time on comments we can.

Comment: *A lot of people say we can do 3-floor buildings. Two parking spots are not enough for families; children grow up and need cars.*

Response: That is exactly the feedback we need.

Comment: *Parking in East LA is bad. The developers are ruining our lifestyle.*

[1] In March 2022, the Montebello City Council approved a transition to electing City Council members by districts within the city. https://www2.cityofmontebello.com/archive-council-agenda/2021-1/759-city-council-meeting-agenda-03-09-2022-1/file.html

Response: We appreciate your comment.

Comment: *Where is our feedback going to end up?*

Response: This feedback will be used to inform the project work. The project will be presented to the Planning Commission and City Council at the end of the project life. They will decide how the recommendations will be used.

Comment: *She said they will be presented to the City Council. They don't listen to us; they do whatever they want. It is better to go to somewhere else to build more housing.*

Response: It is our responsibility as part of this project work to present the information to the public, to staff, and the decisionmakers as outlined in our project timeline and identified steps in the process.

Comment: *I've been listening to City Council meetings. There's three people who will always vote against the good things and items don't pass. That is crazy. They fight with each other. They accuse each other. Agent Jimenez was accusing people – they are wasting our time!*

Comment: *We need seven City Council members from separate districts.*

Comment: *This is very developer oriented. They are dirty people. You're saying pick your poison. This is bad, this also bad but it will kill you slower. I am barely making it – now you're saying we need low-income housing near me. Your company worked on the Gold Line project – no one wanted that – it will be an instant ghetto. Metro wants to remediate low ridership by building low-income housing near transit stations. Developers need to be stopped. You say you will report this back to the Planning Commission, but you're likely going to say there wasn't any resistance. It is like we don't matter. I don't understand why this project is going forward when we say we don't want it*.

Question: *How are housing numbers required?*

Response: The State has a formula they use to calculate the number.

Question: *How can we fight the state numbers?*

Comment: *Some cities have sued.*

Question: *Can cities enforce rent control? Many apartments are empty because of the cost. Get existing units filled.*

Response: One thing the City is evaluating is thinking of ideas to require developers to provide units to low-income residents. We will bring that up with the Housing Department.

Question: *Can you explain the 3rd bullet in more detail?*

Response: Essentially, the City has a one-acre minimum lot size to a project to qualify for a planned development permit. When you are trying to propose certain standards, planned development is a permit and the City wants to reconsider the lot size minimum requirement. We are not looking to decrease the minimum, if people want to deviate from the code, this is an application that they would use. We are currently evaluating the code. We are here to hear your opinion on that.

Question: *What is a planned development?*

Response: The Olsen property located off Bluff and Washington is an example of a planned development. They used the planned development application to deviate from the requirements. The way they have been used, developers are asked to produce more architectural or community amenities for deviations to the code requirements.

Question: *What is an example of amenities?*

Response: One example is when the City has requested a project to include more open space.

Question: *How many city staff were involved in the study session?*

Response: Six individuals from various departments.

Comment: *In the analysis, it should say that six people are contributing to the input. When projects are done, schools, trees, parking, water, and dog parks should be built.*

Question: *How do I get a permit for a property I own to make improvements?*

Response: Visit City Hall to get all property permits and information you need.

Question: *Are you asking us as if we are developers about the permit applications?*

Response: We want to know your experience here and/or in other cities where you might have applied for permits. There may be things that you liked and/or found easy that can be replicated here and/or things that you didn't like or that were challenging that we should avoid. You don't have to be a developer to share those kinds of experiences with us.

Comment: *We need a better way to say no to projects passed by City Council. We need to have more power on stopping the permit approvals. People live near the oil wells and are dying of cancer. Developers are building over oil wells.*

Response: Sharing your comments with the decision makers as they consider development project is a good mechanism to share your concerns and express your opposition.

Comment: *I understand there is money for additional housing that puts pressure on the City to build. Why don't they build in another city somewhere else? I can't breathe. Putting housing in front of me and behind me. There's a lot of space in other states.*

Response: We could impose regulations that prevent building too close together and protect privacy. We want your feedback to build these kinds of policies.

Question: *How does this fit in the General Plan? How do we work in what the citizens want?*

Response: We are working hand in hand to create objective design standards. The General Plan is the blueprint for the future. This program will impact the Zoning Code. This is an opportunity for the standards to fit your needs.

Question: *Will the slides be available to the public?*

Response: Yes, we can email it to you.

Question: *Who changes the Zoning Code? Who does that? The community or the City?*

Response: Usually the City but with community feedback, and any changes are presented to the Planning Commission.

Comment: *Setbacks should be at least 20 feet. We want everyone to be required to do so.*

Comment: *In the State of Washington, you need a certain amount of setback. We need more trees and grass.*

Question: *Is this inevitable? Once the standards are done – is it a done deal?*

Response: The purpose of this project is to work with the City and look at the development standards and permit application that exists and understand where the community wants to improve both. The project will provide recommendations and the Planning Commission will be the body who decides. Your input will be used, for example, to state where we can require more setbacks or trees. If the City decides to modify the Zoning Code based on the project's recommendations, it will be done through a separate review process.

Comment: *SCAG should look into suing the State. We don't agree with any of that. Cities should not develop 5,000 housing units. SCAG should spend their money differently. Cities should look to suing the State. You're asking us how we'd like to be screwed. We don't want SB anything.*

Comment: *Most of us don't want multi-unit housing. All 13 of us don't want it. We have a train behind us.*

Comment: *We don't know if this information will be implemented or how it will be used.*

Comment: *The standards you're doing we don't want them. We don't want housing.*

Comment: *Has the City thought about suing?*

Response: We're unaware of any City winning that legal battle of suing the state for the RHNA number allocation.

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To: Monica Mercado-Rodriguez, Planning Manager
Cc: Daniel Ruiz, Assistant Planner
City of Montebello
1600 Beverly Blvd
Montebello, CA 90640

Project name:
SCAG REAP: Objective Development Standards Bundle (Los Angeles County)

From:
Scott Williamson, Project Manager, AECOM

Date:
July 27, 2023

Memo

Subject: SCAG ODS Public Workshop 2 Summary

Background

The City of Montebello (City) is taking part in a project funded by the Southern California Association of Governments (SCAG) to document, assess, and modernize multi-unit and mixed-use objective development and design standards and permitting. The project is serving the cities of Montebello, Santa Fe Springs, Santa Monica, and South Pasadena. It will help support a greater understanding of the role of objective development and design standards in increasing housing production in Los Angeles County and throughout California. The project includes the preparation of an existing local policies and regulations review report, a current project review report, permit streamlining assistance, an online cost estimator tool, and the creation of an objective standards toolkit, containing recommendations for up to four zones.

Public engagement

A public engagement process is associated with the project. The process seeks to inform community members and stakeholders, answer questions and elicit feedback that will inform the creation of the standards throughout the project. The engagement component involves several meetings, presentations and workshops with City staff, representatives of deliberative bodies and the public.

Of note, two community workshops were held during the process:

1. **Workshop 1:** Held on September 15, 2022, focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. This first workshop was held as a presentation followed by Q and A discussion with the public and project team.

2. **Workshop 2:** Held on June 1, 2023, presented draft objective standards to the public, answering questions and seeking feedback. The workshop was an open house style event for the public to drop in at any time through the duration of the event window.

This memo provides a summary of Workshop 2.

Workshop 2 overview

On June 1, 2023, the City of Montebello hosted a public open house event; serving as the second of two public workshops undertaken for the SCAG ODS project. The open house was designed to build off of the content and feedback provided at the first workshop of September 15, 2022.

The public was invited to arrive anytime during the meeting window of 5pm to 7pm. Several City and AECOM staff were stationed throughout the event to discuss the project and answer any questions from attendees. Notice of the event was distributed by City staff via the City's website, mailing lists, social media and notice boards.

The open house comprised a series of display boards curated with the goal of informing attendees of the project context and need, facilitating discussion and prompting questions. The bulk of the display boards focused on previewing the draft standards that will make up the draft objective standards toolkit; the primary project deliverable comprising standards the City will utilize in future. The display boards were split into stations as follows:

1. **Station 1** (Introduction) – The introduction station included a summary of project need and goals, what makes a standard objective, typical types of development standards, where the new standards would apply, project timeline, how to provide feedback and how to continue to be involved. The categorization of the standards into form and scale, frontages, open space and site planning was also explained. These categorizations form the basis of the structure of Stations 2, 3 and 4.
2. **Station 2** (Form and Scale) – Presented a selection of the draft form and scale related standards for mixed use and multifamily zones including setbacks, stepbacks, streetwall and interior stepbacks. To assist with understanding diagrams of most standards were included, along with a photograph of a built example of the standard.
3. **Station 3** (Frontages)– Presented a selection of the draft frontage related standards for both mixed use and multifamily zones including ground floor entrances, ground floor elevation, ground floor height, facade composition, transparency and materials and color. Photographs of built examples were provided to assist with understanding.
4. **Station 4** (Open Space and Site Planning) – Presented a selection of the draft open space and site planning related standards for both mixed use and multifamily zones, including private open space, common open space, site landscaping and surface parking standards.

Public comments

Several members of the public, as well as some members of the City's deliberative bodies attended the open house. Each discussed the project with staff. Issues of affordability, commercial viability, development viability, residential amenity, parking and open space were discussed.

Of the written comment cards that were filled out by attendees, the following feedback was provided:

General project comments:

- Support expressed for mixed use development standards to allow development to occur faster and improve housing affordability.

Station 1 - Introduction comments

- Suggest a housing affordability requirement be added to benefit long term residents remaining in the City.

Station 2 - Form and Scale comments

- Suggest removing parking minimums for residential and commercial uses, allowing developers the option to provide parking but also allowing more effective use of land.

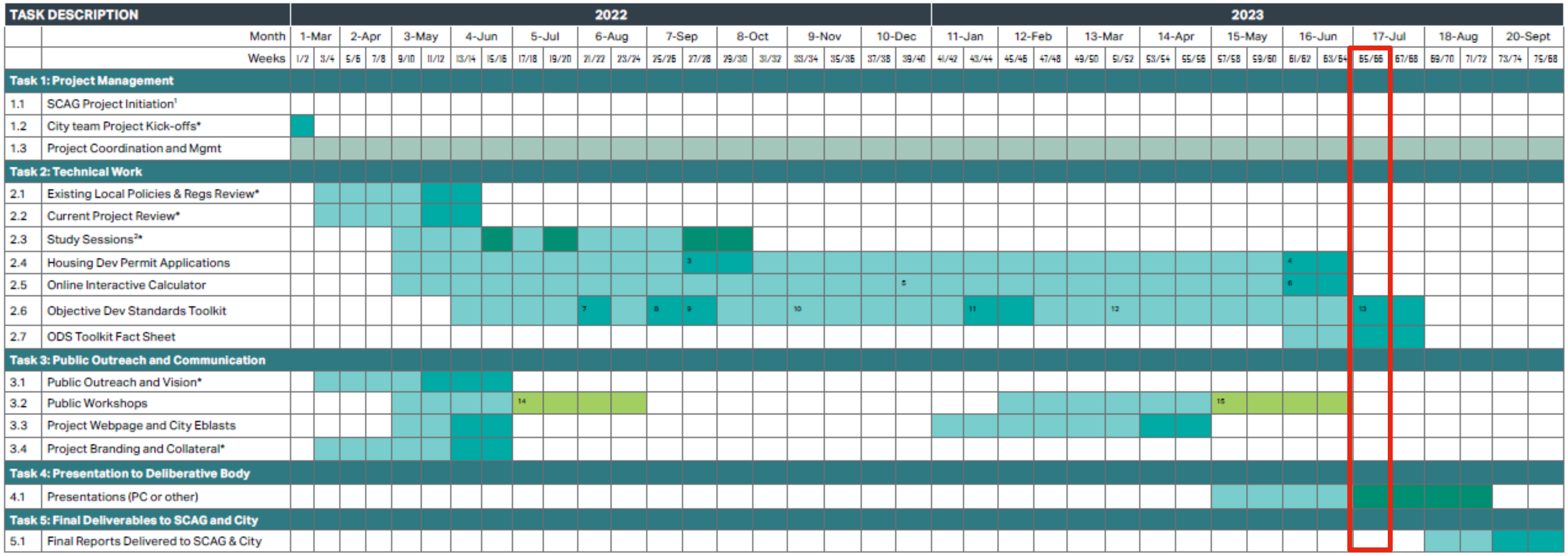
Station 3 - Frontages comments

- Parking should not be placed in front of buildings located on corridors. Remove parking minimums for all new development.

Station 4 - Open space and site planning comments

- Suggest developers be required to pay for trees for public parkways areas, which the City could install and maintain.

ODS BUNDLE PROJECT SCHEDULE (AS OF APRIL 2023)



1 SCAG directed this subtask is not required
2 Staff Study Sessions in July, Decision Maker - SFS Jun, SP Jul, SM Sep, MB Oct
3 Applications - Draft
4 Applications - Final
5 Calculators - Draft
6 Calculators - Final
7 Draft standards template and graphics review meeting (all cities and SCAG)
8 Draft 1 - Preliminary standards recommendations deck (Common)
9 Draft 1 - Preliminary standards recommendations deck (Unique)
10 Ground truthing
11 Draft 2 - Public Review (share at Workshop #2)
12 SCAG's CEQA Streamlining Project workshops
13 Draft 4 - Final and Executive Summary (for final package)
14 Workshop 1 - July / August 2022
15 Workshop 2 - May / June 2023

LEGEND

- Work time by AECOM
- Milestones / Deliverables
- Ongoing tasks
- Deliberative Body Meetings
- Public Workshop
- * Completed

SCHEDULE NOTE: This detailed schedule indicates phases of work by task, milestones and deliverables, and significant events planned during the 16 month project duration. The schedule is designed to include city review times; extent and exact timing of reviews to be coordinated directly with each of the four cities. Schedule and exact deliverable dates subject to adjustment and management during the course of the project based on each city's process.

AECOM

Objective Development Standards Custom Zone Toolkit DRAFT

Prepared for the City of Montebello
May 2023

This report was funded by SCAG through the Regional Early Action Planning (REAP) grant program.

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I. Introduction

Background

California must plan for more than 2.5 million units of housing in the next eight-year planning cycle (2021-2029), including 5,183 homes in Montebello. Because of this, the State has passed a series of laws to combat the ongoing housing crisis and better meet the housing needs of Californians, including Senate Bill 35 (Streamlining Approvals), Senate Bill 167 (Removing Barriers), Senate Bill 330 (Expediting Residential Development), among others. These new laws have prompted every city across California to review residential development and design standards in an effort to support faster permitting timelines while still achieving reasonable design goals. Cities must ensure they are complying with all aspects of State law and not hindering the development of housing.

Each municipality has development standards for new buildings that are housed in the Zoning Ordinance of the Municipal Code. These often include building height, density, setbacks, open space, and parking requirements. Cities often supplement development standards with design guidelines and discretionary review processes to further guide architectural character and urban design; however, these add uncertainty and delays to housing project approvals, leading to fewer and more expensive housing projects. State law now requires that housing projects be reviewed against objective standards, and specifies that subjective standards and guidelines cannot be used to deny or decrease the density of new housing projects. To be considered objective, standards must be uniformly measurable/verifiable, knowable to all parties prior to application submittal, and require no subjective judgment in order to make a determination.

Project Grant Funding

The Southern California Association of Governments (SCAG) Regional Council approved the 2020 Sustainable Communities Program (SCP) Housing and Sustainable Development (HSD) Call for Applications in November 2020. The goal of the SCP is to implement the policies and programs of Connect SoCal, the 2020 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). With the 2019-2020 Budget Act, $250 million went to prioritize planning initiatives that would increase housing production in communities throughout the state. The California Department of Housing and Community Development (HCD) received $125 million of this funding to establish the Regional Early Action Planning (REAP) grant program. REAP provides one-time grants to regional entities for planning activities that facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA), and this includes efforts to accelerate housing production – such as the development of objective standards.

SCAG awarded a REAP grant to the City of Montebello (“City”) to document, assess, and modernize its multi-unit and mixed-use objective standards and permitting. This project, which also serves the cities of Santa Fe Springs, Santa Monica, and South Pasadena, will help support a greater understanding of the role of objective standards in increasing housing production in Los Angeles County and throughout California. SCAG commissioned AECOM, a design and planning consulting firm, to create a “toolkit” of objective development standards that will assist the four cities in more quickly adopting new standards into their respective zoning codes.

Objective Development Standard Toolkits

As part of Task 2.6, two common sets of standards were developed to be shared across each of the four cities served by the project – one for Mixed-Use projects and another for Multi-Family (Medium-Density) Residential projects. The standards that directly impact building massing have been tested on prototypical sites to demonstrate that the standards do not interfere with intended development density. For the most part, standards are designed to scale to different density and height limits, so the same or similar standards

can be used across zoning districts regardless of development intensity. This is an effort to simplify the code and ease the understanding and implementation of the standards.

This Custom Zone Toolkit was developed specifically for Montebello. The common standards were used as a basis for the Custom Zone Toolkit, which includes more tailored standards for future mixed-use and multi-family housing projects. This document is intended to be reviewed by City staff, the public, and decision-making bodies for discussion and feedback. As a next step, beyond the scope of this project, the City may adopt the new standards into the Zoning Code as appropriate.

As this is a toolkit of recommendations, standards selected by the City to propose for inclusion in the Zoning Code may need further refinement based on the City's unique requirements and approaches, including different measurement definitions and contextual considerations.

The standards are designed to:

- Translate existing applicable Zoning Code regulations and design guidelines into clear, objective standards in compliance with Senate Bill 35;
- Allow the maximum density permitted by zoning consistent with Senate Bill 330;
- Focus on zones that apply to the highest volume potential development type, locations of greatest concern, or standards that are most challenging locally; and
- Inform building form and site planning while adapting to market trends and shifting demand.

The toolkit is designed to:

- Be the basis for the development of standards for multi-unit/mixed use projects that support the level of design the City expects, confirming compliance through an administrative process;
- Make it easier for applicants, staff, and the public to understand the regulations;
- Create greater certainty in the review process and streamline project approvals;
- Encourage housing production so the City can meet its Regional Housing Needs Allocation (RHNA) goals; and
- Comply with state law that requires qualifying housing projects to be reviewed against objective standards[1].

[1] Senate Bill 9 also requires use of objective standards for related project reviews in single-family zones; separate from this SCAG project focused on multi-unit/mixed-use zones.

Informing the Toolkit

The project included a high-level technical analysis of existing policy documents, development standards and regulations, design guidelines, permit procedures, recently approved projects, and submitted applications currently under review to understand how the City currently processes applications and how long the process typically takes, as well as how standards are being interpreted and applied during the permitting and entitlement process. This analysis included a review of the General Plan Land Use and Housing elements and associated policies, the City's Zoning Code and draft specific plans, as well as a handful of representative housing development projects. It resulted in initial findings and recommendations to inform the standards developed for the toolkit and other related actions for City consideration.

Public Engagement

The City undertook an engagement process to provide information to community members about the objective development standards and streamlined permitting project, and gather input to inform the creation of the recommended standards in the toolkit. The following outreach events were held to engage the public, stakeholders, and decision-makers in ways that result in meaningful participation.

- **Public Workshops:** Two community workshops focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The first workshop was held on September 15, 2022; the second is scheduled for June 1, 2023.

- **Planning Commission Study Session:** This event was held on November 1, 2022, to inform the City's decision-makers at the Planning Commission about the project and relevant State laws to collaborate on locally appropriate solutions to increase capacity potential and accelerate housing production.

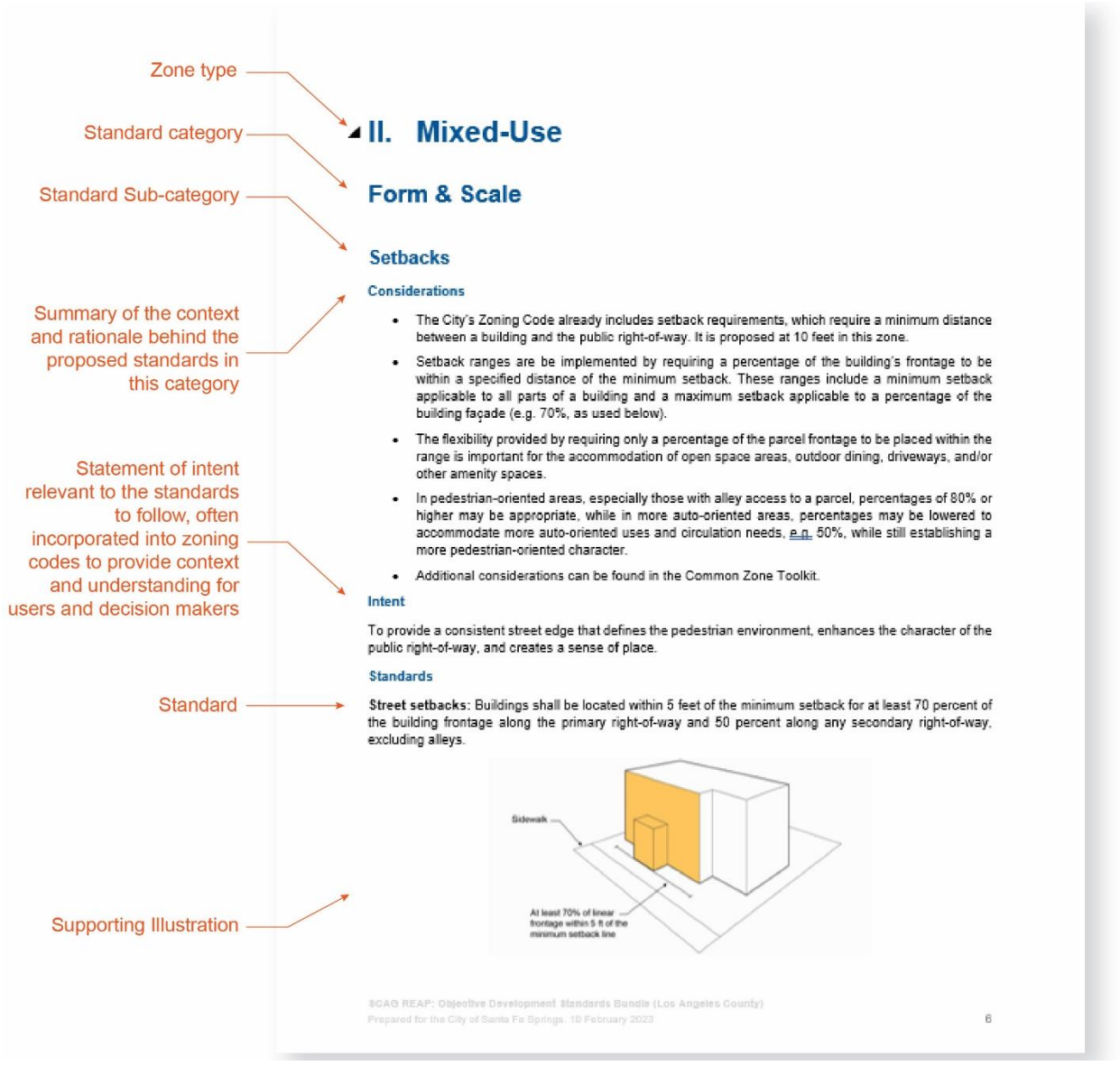
- **Final Project Presentation:** The final presentations to the Planning Commission and City Council will be held in the summer, providing background, analysis, and a summary of the proposed objective standards and other project deliverables.

How to Use the Toolkit

For each type of development, standards in the toolkit are organized into four categories:

- Form, related to the overall building massing and scale;
- Frontage, related to how the building meets the street and façade design;
- Open Space, related to the provision of private and common outdoor/recreational space;
- Parking, related to the provision of auto and bike parking.

The guide below explains how the sections and sub-sections in this document are intended to be used:



II. Mixed-Use

Form & Scale

Setbacks

Considerations

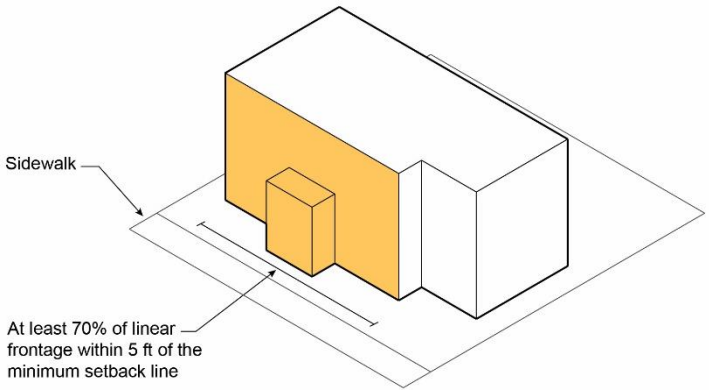
- The City's Zoning Code already includes setback requirements, which require a minimum distance between a building and the public right-of-way.
- Setback ranges use a slightly different approach, and are implemented by requiring a percentage of the building's frontage to be within a specified distance of the minimum setback. These ranges include a minimum setback applicable to all parts of a building and a maximum setback applicable to a percentage of the building façade (e.g. 70%, as used below).
- The flexibility provided by requiring only a percentage of the parcel frontage to be placed within the range is important for the accommodation of open space areas, outdoor dining, driveways, and/or other amenity spaces.
- In pedestrian-oriented areas, especially those with alley access to a parcel, percentages of 80% or higher may be appropriate, while in more auto-oriented areas, percentages may be lowered to accommodate more auto-oriented uses and circulation needs, e.g. 50%, while still establishing a more pedestrian-oriented character.
- Additional considerations related to setbacks are discussed in the Common Zone Toolkit.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Street setbacks: Buildings shall be located within 5 feet of the minimum setback for at least 70 percent of the building frontage along the primary right-of-way and 50 percent along any secondary right-of-way, excluding alleys.



Residential units. Residential units on the ground floor shall have a minimum setback of 5 feet.

Landscaping. For buildings set back 5 feet or more, a minimum percentage of the setback area shall be landscaped with trees, shrubs, and/or groundcover, either in the form of in-ground landscaping or planters, as follows:

Frontages with shared entrances to internal circulation	50%
Frontages with individual residential unit entrances	30%
With a stoop taller than 30 inches	10%
Frontages with commercial tenant entrances	30%
With outdoor dining	10%

Interior setbacks: Buildings shall be set back a minimum of 15 feet from adjacent Residential zoning districts.

Streetwall

Considerations

- Streetwall standards, in conjunction with setbacks, can help create pedestrian-oriented development by mandating a certain level of massing at the street. It can also be used to move massing away from adjacent properties.
- Streetwall standards are often used to reinforce an existing, historic built form, but can also be used to create a new pedestrian-oriented district or corridor with a more traditional urban character.

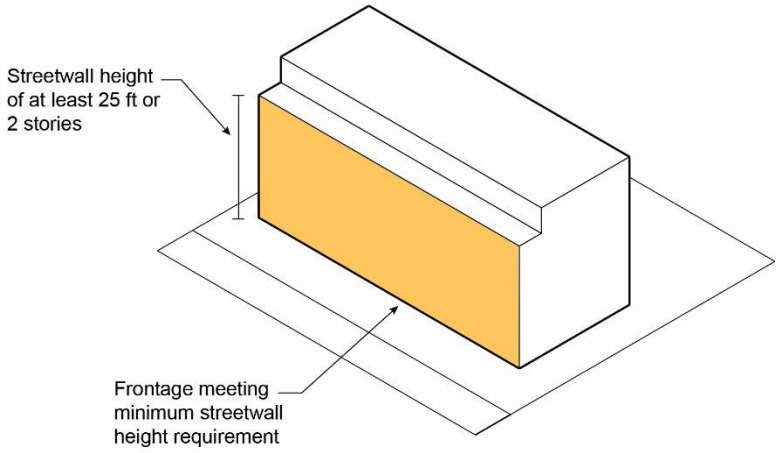
Intent

To encourage an urban form that is responsive to the surrounding context, including opportunities to reinforce streetwalls along primary corridors and frame the public realm.

Standards

Streetwall: Street-facing facades shall meet or exceed 25 feet (or 2 stories in height) for at least 75 percent of building frontage along public rights-of-way, unless the overall building height is lower than 2 stories.

> Streetwall is defined as any street-facing façade, excluding appurtenances, within 5 feet of the minimum setback and is not required to be continuous.



Stepbacks

Considerations

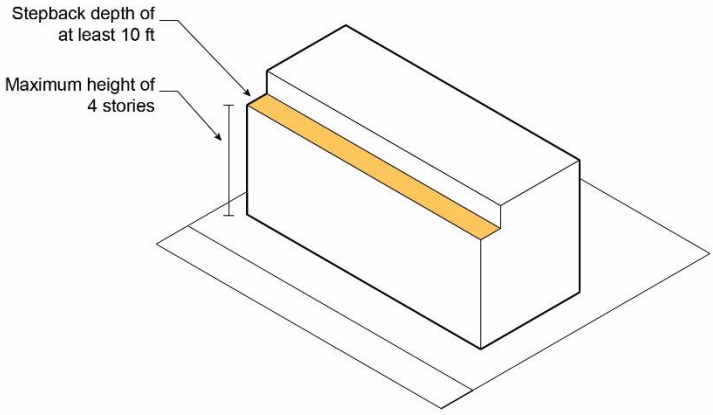
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks (also known as daylight/encroachment planes) are used to step down building massing to less intensive uses (e.g. where mixed-use meets single-family residential).

Intent

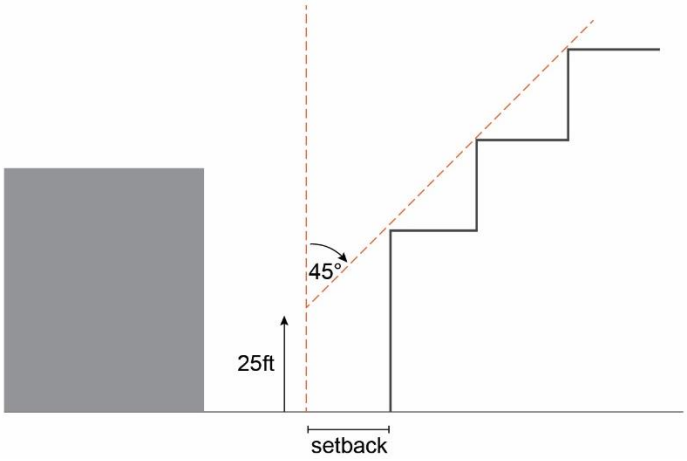
To encourage building heights and massing that are responsive to the surrounding context, including opportunities to reinforce the built character along streets as well as the need to transition to lower-density surroundings in the rear.

Standards

Street stepbacks: Street-facing facades greater than 4 stories shall be stepped back a minimum of ten feet from the minimum setback line. Uses allowed within the stepback depth include balconies, terraces, shade structures, and similar open space features.



Interior/rear stepbacks: Adjacent to Residential zoning districts, buildings shall not be located within a plane sloping upward and inward at a 45-degree angle measured from the vertical, starting 25 feet above the existing grade along the property line. Uses allowed within the stepback include balconies, terraces, shade structures, and similar open space features.



Rooflines

Considerations

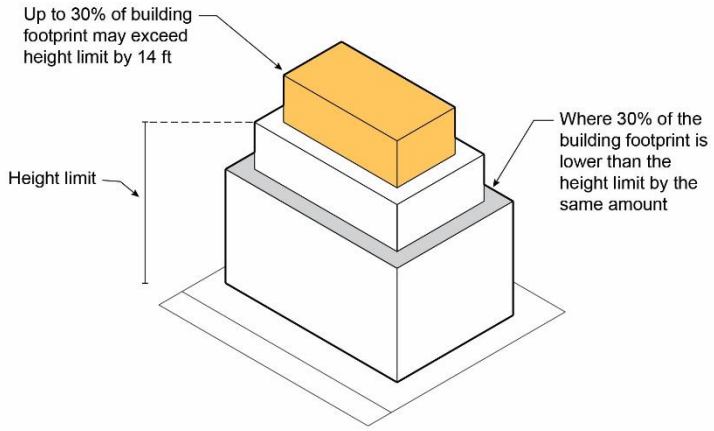
- Standards encouraging varied roof lines can help prevent monolithic buildings and add visual interest in new development.
- One approach can be to allow buildings to exceed height limits but only for a percentage of the building footprint, so that the additional floor contributes to variations in the roof line and/or façade plane.
- If the additional height bonus (described above) is not desired, “height averaging” may be used, which allows the additional height only if other portions of the building are shorter in equal measure, so that the average height of building is at or even below the height limit. This could result in greater variation in building form and rooflines, but makes it somewhat less likely that a developer would choose this option.

Intent

To allow space for variation and incentivize differing building heights within the same project, contributing to a more distinctive and visually compelling skyline.

Standards

Roofline variation: Buildings may exceed the height limit by up to 14 feet for a maximum of 30 percent of a building’s footprint. This allowance is not applicable within interior/rear setbacks or stepbacks and may not be used in conjunction with a concession for building height through density bonus.



Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- There are several potential approaches to modulation standards, some that are more prescriptive than others in dictating building form. The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- When modulation, length, and corner treatment standards are used together, it is important to understand how they relate to each other in specific areas with unique parcel sizes and development typologies so that unintended consequences are avoided.
- Façade lengths, areas, and depth requirements may be modified to better fit the individual style or objectives of the city.

Intent

To prevent building façades that are monolithic in appearance and avoid flat or featureless design.

Standards

Façade modulation: Façades shall be modulated with at least three of the following elements:

a) Balconies recessed at least 2 feet in depth;

b) Vertical pilasters 3 inches in depth reflecting building structure or architectural style;

c) Horizontal bands, trims, or reveals 3 inches in depth along multiple levels;

d) A change in material or texture (excluding windows, doors and railings).

Façade length: Street-facing façades of 150 feet or longer shall include a minimum break of 10 percent of the façade length or 20 feet in width, at least 10 feet deep and open to the sky.

Corner treatments: Corner-facing facades of 75 feet or longer shall incorporate at least two of the following elements within 50 feet of the building corner along the primary frontage:

a) A building entrance;

b) A change in height of at least 4 feet for an area 10 feet by 10 feet minimum;

c) A change in façade plane on upper stories of at least 2 feet in depth;

d) A change of façade material or texture (excluding windows, doors and railings);

e) A public open space or outdoor dining.

Frontages

Ground Floor

Considerations

- Standards in this section are designed for both non-residential (including commercial) space or residential common spaces along the ground floor, such as lobbies, lounges, or fitness centers. If individual residential unit entrances are allowed on the ground floor, see the Multi-Family Standards in Section III of this document.
- Ground floor heights less than 14-15 feet can be harder to lease to retail tenants. Also, taller ground floor heights contribute to a “base-middle-top” architectural approach that is typically desirable. that this is a floor-to-floor measurement, so floor-to-ceiling heights will be lower in a finished tenant space.
- Transparency requirements should be higher in pedestrian-oriented retail areas (70-80%) and may be lower (around 50%) in more auto-oriented areas where transparency may not be as feasible for many uses.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Floor height: Ground floor commercial, non-residential, and residential common spaces shall have a minimum height of 15 feet, measured floor-to-floor. Ground floor residential units shall have a minimum height of 10 feet, measured floor-to-floor.

Elevation: The ground floor shall be located within 2 feet above or below sidewalk elevation. Primary entrances shall be located at sidewalk elevation.

Entrances. Street-facing façades shall provide a minimum of one entrance per 100 feet of frontage. These entrances shall open directly onto the sidewalk or another public open space, and be distinguished by at least one of the following:

a) Awning/canopy;

b) Porch/portico;

c) Trellis; or

d) Architectural element that creates well-defined entrance.

Recessed entrances. Primary building entrances shall be set back at least 30 inches from the façade. Secondary building entrances shall be setback at least 30 inches from the public right-of-way.

Transparency: Street-facing façades shall incorporate glazing for a certain percentage of the building frontage between 2 and 8 feet in height from sidewalk elevation. Windows shall provide views into display, lobby, sales, work, or similar active areas.

For non-residential and residential common space uses, at least 60 percent of the frontage shall be transparent.

For ground floor residential units, at least 15 percent of the frontage shall be transparent.

Blank walls: Windowless expanses of walls on the ground floor shall not exceed 20 feet in length. Blank walls over 10 feet in length shall be enhanced by one of the following:

a) Pattern, motif, etching, or similar decoration;

b) Landscaping that covers at least 50 percent of the wall area;

c) Trellis or similar projection;

d) Public art approved by review authority.

Security devices: Any security devices (i.e. roll-up doors) shall be designed to be fully concealed and hidden from view during business hours.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important and helps provide eyes on the street, though there can be reasons to limit the amount required, such as privacy. Solar heat gain in the summer is another, though that can be partially mitigated by shading devices.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a 5-foot minimum dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Composition: Street-facing façades shall include at least three of the following:

a) Pattern of modulation or fenestration;

b) Datum lines along the length of the building (e.g. cornice) at least 4 inches in depth;

c) Repeated projections (e.g. architectural detail, shading) at least 4 inches in depth;

d) Balconies over 20 percent of the elevation;

e) Screening (e.g. lattices, louvers).

Transparency: Street-facing façades shall incorporate glazing for at least 30 percent of the façade, including ground floor transparency.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.6 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall not be located within 6 feet of any interior property line

Balcony projections: Balconies shall project a maximum of 4 feet from the building façade.

Roof decks: Roof decks located within 25 feet of a Residential zoning district shall be set back a minimum of 5 feet from the building edge.

The sum of all roof decks on a single building shall not exceed 60 percent of the roof area to allow for mechanical equipment including solar panels.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90% of all lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Mechanical equipment, excluding solar panels, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum open space area recommendations are based on the size and type of project. In the example standards below, private open space is specific to a unit, while common open space is shared by multiple residents, but generally not open to the public.
- While many California cities require open space through a per unit requirement (e.g. 200 sf/unit) some cities have moved to a requirement based on a building's gross floor area (GFA) to more closely correlate the amount of open space to the size of the building and the expected number of residents. With per unit requirements, a studio and a 3-bedroom unit would be required to provide the same amount of open space, despite likely differences in the number of people living in the unit.
- Open space requirements directly influence the massing and design of a building: in general, greater private and/or common open space requirements tend to lead to more balconies, upper floor terraces, ground floor courtyards, amenity spaces over parking podiums, and other types of open space that influence a building's character, scale, and form.
- Cities may opt to emphasize common space over private, or vice versa. Though we recommend combining the two into one residential open space requirement to allow for more design flexibility, cities may still prioritize one over the other by including standards for a minimum or maximum percentage which may be counted towards either, depending on the focus of the city. Private open space typically means more balconies, while common can lead to more courtyards or roof decks.
- Some cities now require open space for large non-residential/commercial buildings – and, while unlikely in a housing-focused project, a standard based on GFA is included below.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Minimum Area

Minimum Open Space shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as a combination of Common and Private Open Space.
- **Non-residential Open Space:** Projects with over 40,000 square feet of non-residential GFA shall provide a minimum of 5 percent of the non-residential GFA as a combination of Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Private Open Space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: All Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Common Open Space.

Dimensions: Common Open Space shall have a minimum area of 500 square feet and a minimum dimension of 15 feet in each direction.

Distribution: A minimum of 70 percent of Common Open Space shall be outdoors, and a minimum of 80 percent of outdoor Common Open Space shall be open to the sky.

A maximum of 30 percent of Common Open Space shall be indoors (i.e. lounges, fitness centers, and similar). Indoor Common Open Space shall not include spaces primarily used for circulation.

Landscaping: A minimum of 25 percent of Common Open Space shall be planted area.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of outdoor Common Open Space, whichever is greater, shall be planted within the Common Open Space, excluding rooftop decks.

Hardscape: A maximum of 25 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Parking

Considerations

- According to recent California State law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that many new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, driveways should be avoided on primary corridors and instead development should provide vehicular access from side streets or from alleys if present.

Intent

To reduce the visual impacts of parking and reduce the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Minimum Parking

Number of Spaces: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

Residential Uses	
1 bedroom or less	1 per unit
2 bedrooms or more	1.5 per unit
Guest	1 per 5 units
Commercial Uses	
Retail, restaurant	1 per 500 st ft

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

A minimum of one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking shall be set back a minimum of 15 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the primary street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

III. Multi-Family

Form & Scale

Setbacks

Considerations

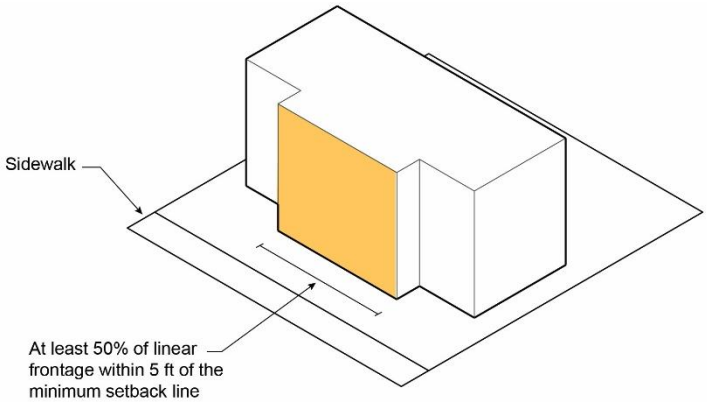
- Street setback standards help contribute to an area's urban form by establishing either a traditional, pedestrian character in which buildings are placed directly adjacent to the street; or alternatively, by establishing a more auto-oriented character where buildings are placed towards the rear of the parcel, typically with parking in front.
- Low to medium-density residential developments typically have larger setbacks than higher-intensity uses in order to give residents privacy and separation from the public realm. At least 5 to 10 feet is recommended.
- Buildings with consistent setbacks create a comfortable rhythm along the street and contribute to the walkability of the neighborhood.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Setbacks: Buildings shall be set back a minimum of 15 feet from the property line. A minimum of 50 percent of ground-floor building frontage shall be placed at or within 5 feet of the front setback.



Landscaping: All setbacks shall be landscaped with the exception of driveways and pedestrian paths.

Stepbacks

Considerations

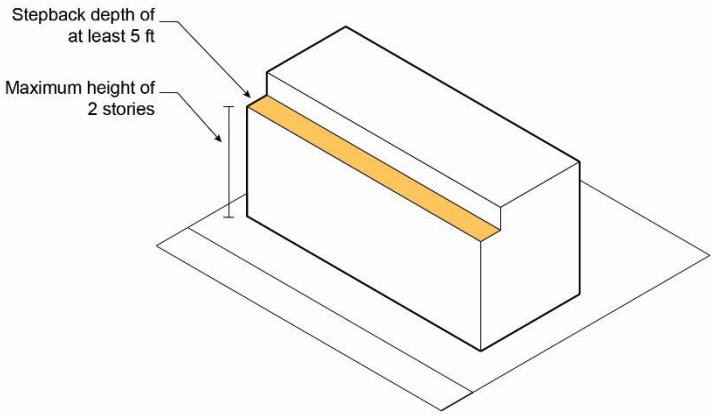
- Street stepbacks are used where there may be sensitivity to massing along the street frontage and/or where new development is permitted to be significantly higher than existing development and height transitions are desired.
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks are used to step down building massing to less intensive uses (e.g. where higher-density meets single-family residential).

Intent

To encourage building scales that are responsive to the surrounding context, including opportunities to reinforce the built character along streets and transition to lower-density surroundings.

Standards

Street Stepbacks: On street-facing façades, portions of a building above the second story shall be stepped back a minimum of 5 feet, measured from the building façade.



Interior Stepbacks: On façades abutting R1 zoning districts, the building shall be stepped back above the second story a minimum of 5 feet, measured from the building façade.

Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- Dimension requirements may be modified to better fit the individual style or objectives of the city.

Intent

To design buildings with sensible forms and a unified architectural vision, creating visual patterns and rhythms in the façade while mitigating the monolithic appearance of larger buildings and avoiding flat or featureless design.

Standards

Building length: Buildings shall be no longer than 6 units or 150 feet in length, whichever is less, with a minimum separation of 10 feet between buildings.

Façade modulation. Street-facing façades over 2 stories in height shall incorporate two of the following:

a) A sloped roof with a pitch greater than 3/12;

b) A flat roof with a minimum 2-foot vertical height difference for a minimum of 10 feet in length and depth;

c) A top-level stepback of at least 2 feet for a minimum of 25 percent of the length of the façade;

d) A terrace at least 5 feet in depth and 8 feet in width, open to the sky, at least every 50 feet;

e) Balconies over 20 percent of the elevation;

f) A change in material or texture (excluding windows, doors and railings).

Façade break. Façade planes adjacent to R1 zoning districts shall not exceed 50 feet in width without a façade break of at least 5 feet deep and 10 feet wide.

Frontages

Ground Floor

Considerations

- Standards are designed for individual residential unit entries as townhome development is the most likely product at and below 25 dwelling units per acre. Activation of the street through high-quality design is especially important at lower densities since there are fewer people/businesses to make the street active.
- Entrances oriented toward the street and direct pathways help maintain connection to the public realm, while setbacks and an elevation change of at least a few steps can help physically separate them from passers-by.
- Walls, fences, and hardscape over 30 inches in height adjacent to the sidewalk can constrain the public realm, so it's recommended to set these elements back and provide a landscaped buffer.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Entrances: Residential units located adjacent to a street shall have a primary entrance facing the street. Entrances shall have a minimum 3-foot by 3-foot covered landing area at the same grade as the interior floor.

Entrances shall incorporate at least three of the following:

a) Recession at least 2 feet from the building façade;

b) Overhead projection of at least 2 feet in depth (e.g. porch roof);

c) A sidelight window, adjacent window, or door with a window;

d) At least one stair, up or down, from the pedestrian pathway;

e) Paving material, texture, or pattern differentiated from the pedestrian pathway.

Elevation: Buildings shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Paths: Pedestrian pathways to all primary entrances and common areas shall have a minimum clearance of 3 feet in width, including to lobbies, open space, parking, and refuse collection areas.

Where located parallel to a driveway, a change of material or pattern shall distinguish pedestrian pathways from vehicular travel lanes.

Walls and fences: Freestanding walls, fences, and raised planters taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Stoops and patios: The side of a patio or stoop (when parallel to a sidewalk) taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important – though residential units require less than commercial uses. Solar heat gain in the summer can also be a reason to limit the transparency required, though that can be partially mitigated by appropriate shading.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a larger dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce or eliminate light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.
- In some townhome projects, particularly those on narrow lots, developers often build “side-loaded” townhomes in which the units are oriented parallel to the street, facing the driveway, so that the front of development appears to be the side of a unit. This typology has implications for the character of the neighborhood as the buildings don’t always appear to “address” the street. Objective standards can help to mitigate this effect.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Transparency: Street-facing façades shall incorporate glazing for at least 20 percent of the overall façade, including at least 15 percent of the ground level.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.5 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall project a maximum of 4 feet from the building façade and shall not be located within 6 feet of any interior property line.

Side-loaded townhomes shall incorporate at least one street-facing balcony.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90 percent of lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Rooftop equipment, excluding solar photovoltaic, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum area recommendations are based on the size of the project.
- Some cities have moved from a per unit requirement to one based on gross floor area (Los Angeles) or per bedroom (Pasadena) in order to better correlate the amount of open space to the size of the building and the expected number of residents.
- Basing the residential open space requirement on gross floor area is the simplest calculation for staff, yet the amount of floor area can change throughout the design process, making it harder for developers who don't provide beyond the minimum.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Site Landscaping

At least 15 percent of the overall site shall be landscaped.

Minimum Area

Minimum Open Space areas shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as Private Open Space and 5 percent of the residential GFA as Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction, with a vertical clearance of at least 8 feet.

Distribution: Private Open Space shall be outdoors and may be located within a required setback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Types: Common Open Space shall be provided by at least one of the following and designed to comply with the associated standards:

a) Backyard or courtyard on the ground floor;

Dimensions: Common Open Space shall have a minimum area of 360 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of Common Open Space, whichever is greater, shall be planted within the Common Open Space. At least 50 percent shall be shade trees.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 10 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

b) Roof deck, terrace, or similar on upper floors;

Dimensions: Common Open Space shall have a minimum area of 400 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

c) Multi-use driveway.

Paving. The entire surface of the driveway shall be comprised of permeable pavers.

Landscaped buffer. The driveway shall be lined by a minimum 18-inch wide planted area, except at garage entries and pedestrian pathways. If the landscaped buffer is adjacent to a wall, it shall include shrubs or vines of at least 24 inches in height.

Parking

Considerations

- According to recent state law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that most new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, corridors should maintain building frontages while vehicular access is located on side streets.

Intent

To reduce the visual impacts of parking and the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

At least one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking (including underground) shall be set back a minimum of 5 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

ITEM # 4

CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Grace Hayashi, Assistant Planner

SUBJECT: **TENTATIVE PARCEL MAP ("TPM") NO. 01-20 REQUEST TO EXTEND THE EXPIRATION DATE FOR ONE (1) YEAR.**

DATE: August 15, 2023

RECOMMENDATION(S):

It is recommended that the Planning Commission take the following action:

1. ADOPT Resolution No.10-23 for a one-year extension of Tentative Parcel Map ("TPM") No. 01-20 for the property located at 1234 South Montebello Boulevard ("Project Site"); and

2. DETERMINE AND FIND that the project (ENV No. 13-23-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) related to the "Common Sense Exemption".

FISCAL IMPACT:

N/A

BACKGROUND:

On June 16, 2020, Hermine Arakelyan ("Applicant") received approval from the Planning Commission for TPM-01-20 to subdivide an existing 13,878 square-foot lot into two (2) lots at 1234 South Montebello Boulevard.

On June 25, 2020, a Planning Commission Determination Letter was mailed to the Applicant indicating that the decision of the Planning Commission Meeting on June 16,

2022 regarding TPM 01-20 has become effective.

On May 19, 2022, the Applicant submitted a written request to the City of Montebello Planning & Community Development Department requesting an extension of TPM-01-20 that was approved by the Planning Commission.

On June 8, 2023, the Applicant submitted a written request to the City of Montebello Planning & Community Development Department requesting another one (1) year extension of TPM-01-20, that expired June 16th, 2023, due to their inability to record the Tentative Parcel Map ("TPM") due to health-related reasons.

PROJECT DESCRIPTION

The Applicant is requesting an extension of TPM-01-20 in accordance with Resolution No. 10-20 (Attachment A), Section 4(1), "[t]his approval shall lapse and become automatically void if the privilege authorized is not utilized and recordation by the County of the final map is not obtained within (2) two years from the date of this approval. The Planning Commission may extend this period for one (1) year upon receipt of written request by the applicant at least thirty (30) days before the expiration date."

A written request from the Applicant to extend TPM-01-20 was received on June 8, 2023, and a copy of the written request is in "Attachment B". The period of extension will be for one (1) additional year and the new expiration date will be on June 8, 2024.

PROJECT /APPLICANT INFORMATION

Project Location: 1234 South Montebello Boulevard
Project Applicant: Hermine Arakelyan
Property Owner: Hermine Arakelyan
General Plan Designation: Low Density Residential
Zoning: R-1 (Single Family Residential)
Existing Use on Property: Single Family Residence

Project Site

The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	R-1	Low Density Residential
South	R-1	Low Density Residential
East	R-1	Low Density Residential
West	R-3	Medium Density Residential

ENVIRONMENTAL:

A time extension for a Tentative Parcel Map (Case No. TPM-01-20) is considered a "project" per the CEQA definition of a "project." The project is considered covered by the Common Sense Exemption found under CEQA Section §15061(b)(3). The Common Sense Exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The proposed parcel consolidation does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

The proposed project meets all the conditions required to be classified as a "Common Sense Exemption". After the merge of the two parcels, the project will be consistent with the applicable general plan and zoning designations, policies, and regulations. The proposed development occurs within city limits on a site of .36 acres surrounded by already developed industrial uses, well under the threshold of five acres determined by the state. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

ANALYSIS:

N/A

SUMMARY:

None.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 10-20
2. ATTACHMENT B - 1234 S. Montebello Way Time Extension Request

RESOLUTION NO. 10-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO TO APPROVE AND ADOPT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT CATEGORICAL EXEMPTION (ENV-106-20) AND TO APPROVE TENTATIVE PARCEL MAP (TPM-01-20) TO SUBDIVIDE ONE PARCEL INTO TWO PARCELS IN THE R-1 ZONE LOCATED AT 1234 S. MONTEBELLO BOULEVARD.

WHEREAS, a Tentative Parcel Map (TPM-01-20) application has been received and accepted; and

WHEREAS, the Tentative Parcel Map (TPM-01-20) would allow the subdivision of one parcel into two (2) parcels at the property located at 1234 South Montebello Boulevard ("Project Site") in the City of Montebello ("City"); and

WHEREAS, the Tentative Parcel Map (TPM-01-20) is considered a "project", per the California Environmental Quality Act definition of a "project"; and

WHEREAS, the project is Categorically Exempt, Section §15315 (Minor Land Divisions), Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

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

SECTION 1. RECITALS. Based on staff presentations, testimony, and all other evidence presented to the Planning Commission during the noticed public hearing on this matter, the Planning Commission hereby finds and declares that the foregoing recitals are true and correct, and expressly incorporates them as substantive findings into this Resolution.

SECTION 2. CEQA. That the Planning Commission finds that the Tentative Parcel Map (TPM-01-20) is Categorically Exempt per Section §15315 (Minor Land Divisions), Class 15.

SECTION 3. FINDINGS. That the Planning Commission finds that pursuant to Section 16.20.080 of the City of Montebello Municipal Code and Section 64410 *et seq.*:

a. The proposed Tentative Parcel Map is consistent with the intent of the General Plan because it does not conflict with a General Plan policy that is

fundamental, mandatory and clear. The applicant is proposing to subdivide one parcel into two parcels within the R-1 zoning district. This proposal meets Goal #1 and Goal #2 of the Land Use Element that is comprised of the following: "To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development" because the Tentative Parcel Map allows the definition of boundaries of the existing land use and the new land use and "To develop and apply residential density standards which will limit the total population while providing single family development and still provide for a variety of housing types controlled by location to compliment single family residential areas" because the property is in located in the R-1 (Single Family Residential) zone and will adhere to the residential density standards set for the in the Montebello Municipal Code, Section 17.10.020.

b. The proposed Tentative Parcel Map is in compliance with the provisions of the Subdivision Chapter of the Montebello Municipal Code. According to the Subdivision Map Act, a Tentative Parcel Map application is permitted when the property is to be subdivided and results in a greater number of parcels than what originally existed.

c. The Planning Commission also finds that none of the basis for denial listed under Government Code Section 6474, paragraphs (a) through (g) apply here.

SECTION 4. APPROVAL. The Planning Commission approves Tentative Parcel Map (TPM-01-20) subject to compliance with all applicable laws and ordinances of the City as well as the addition of the following conditions, violations of which (or failure to complete any of which) shall constitute grounds for revocation of the said approval or any portion thereof:

1. This approval shall lapse and become automatically void if the privilege authorized is not utilized and recordation by the County of the final map is not obtained within (2) two years from the date of this approval. The Planning Commission may extend this period for one (1) year upon receipt of written request by the applicant at least thirty (30) days before the expiration date.

2. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers,

employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters, of the City), for or concerning the project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

1. All design standards and parameters shall be per the City of Montebello Municipal Code and the California Code of Regulations Title 24. If a conflict arises between these standards, the City of Montebello Standards shall prevail.

2. The applicant shall submit copies of all the "will serve" letters from SCE, Gas Company, South Montebello Irrigation District and Sanitation District of Los Angeles County.

3. Prior to issuance of any building or grading permits by the City, the Parcel Map shall be filed for recordation in its entirety.

4. The applicant shall submit a soil report prepared by a registered civil/geotechnical engineer for the site to the City Engineer or his designee for review and approval.

5. The applicant shall submit a topographic map prepared by a licensed land surveyor and grading/drainage improvement plans (plan and profile) prepared by a registered civil engineer for all on-site improvements. Provide full details, cross sections and elevations. The storm water improvements shall show the LID/treatment device utilizing plan and profile. The soil report shall be made part of the grading/drainage plans, including the soil engineer's signature on the grading/drainage plans. The plans shall be submitted to the City Engineer or designee for review and approval.

6. The applicant shall conduct their operations in a manner that will not violate the current NPDES City Permit.

7. The applicant shall comply with all rules and conditions for the Regional Water Quality Control Board and shall conduct their grading operations accordingly.

8. The applicant shall prepare and submit a hydrology and hydraulic study signed by a registered civil engineer for the City Engineer for review and approval.

9. The applicant shall prove that the drainage pattern and points of disposal shall not overload any existing drainage system.

10. Provide comprehensive utility coordination plan for on-site improvements showing gas, water, sewer, electrical, cable TV and telephone.

11. The applicant shall submit off-site improvements plans and specifications for the construction of driveway approach and sidewalk to the satisfaction of the City Engineer.

12. The applicant shall sawcut the portion of uplifted sidewalk in front of the parcel map and replace with new reinforced concrete to the satisfaction of the City Engineer.

13. The applicant shall prepare and submit plan and profile for on-site and off-site water improvements to the satisfaction of South Montebello Irrigation District. Upon final approval of the said plans, the applicant shall provide a signed/approved set of plans to the City Engineer for reference.

14. The applicant shall prepare and submit plan and profile for on-site and off-site sewer improvements to the satisfaction of Los Angeles County Sanitation District. Upon final approval of said plans, the applicant shall provide a signed copy to the City Engineer for reference.

15. The applicant shall comply with all the conditions of approval from the Montebello Fire Department Fire Prevention Division.

16. A 20-foot wide fire lane shall be provided for any future development per 2019 California Fire Code Appendix D Table D103.4. In the event that the 20-foot wide fire lane cannot be provided, a fire hydrant shall be implemented with the development of this property subject to Planning Department review and approval.

17. If the building on the rear parcel is more than 150 feet measured from the mid-point of street to the farthest corner of the building, a 20-foot wide fire apparatus access road and a turnaround/hammerhead shall be provided per 2019 California Fire Code Appendix D Table D103.4.

18. The applicant shall prepare and submit a legal Parcel Map prepared by a licensed land surveyor to the City Engineer for review and approval. Said map shall be in compliance with the Subdivision Map Act and the City's Subdivision Section of the Municipal Code.

19. The applicant shall submit a recent title report, boundary survey map, underlying maps, and relevant deeds along with the legal parcel map to the City Engineer for review and approval.

20. The applicant shall prepare and finalize the Conditions, Covenants and Restrictions (CCRs) which shall be reviewed and approved by Public Works and shall include the following perpetual maintenance. Specific paragraphs shall address:

    - Stormwater/LID improvements and devices with associated project covenants in compliance with the Los Angeles County Stormwater permit

21. The applicant shall finalize the construction of both the on-site and off-site improvements. If said improvements have not been finalized, the applicant shall enter into a subdivision agreement and post security deposit or bond guaranteeing the construction of said improvements.

22. As directed by the City, the applicant shall establish or annex to any or all existing assessment districts for lighting, landscaping or maintenance within the City.

23. The applicant shall submit a Title Report not older than 90 days from the date of submittal of the legal parcel map for plan check by the City Engineer. The applicant shall comply with all the easement requirements as shown on said report and as outlined herein.

24. The applicant shall provide clearances for any and all entities which place Conditions of Approval for the Tentative Parcel Map TPM-01-020.

25. The existing structure identified as a garage, which is located on the proposed lot line at 1234 S. Montebello, shall be removed by the applicant at his or her sole expense, prior to the approval of a final parcel map by the City Engineer.

26. A dedicated easement (2-foot-wide by 130-foot-long) to provide adequate access, as noted on the tentative parcel map, shall be recorded with the Los Angeles County Clerk's Office prior to the approval of a final parcel map.

27. The 10-foot-wide by 130-foot-long access road, which includes the 2-foot-wide by 130-foot-long easement, shall be utilized for access by both properties on the Project Site for lifetime of the approved final parcel map.

PASSED AND ADOPTED this 16th day of June, 2020 by the following vote of the Planning Commission.

Commissioner Mooradian:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Aliksanian:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Briseno:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Ramirez:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Sona Mooradian, Chair

ATTEST:

Joseph Palombi
Director of Planning and Community Development

REQUEST FOR TIME EXTENSION
(TPM-01-20)

To whom it may concern.

Property address:
1234 S. Montebello Boulevard,
Montebello, CA 90640.

Due to health issues I was not able to proceed with this subdivision and complete the project within the required time. Therefore, I am asking for a time extension to complete this project and record the parcel map.

Sincerely,
Hermine Arakelyan
Property owner.
Phone: (323) 715-2161
Email address: herminearakelyan@yahoo.com