



City of Santa Fe Springs

Planning Commission Meeting

AGENDA

FOR THE REGULAR MEETING OF THE PLANNING COMMISSION

December 10, 2018

6:00 p.m.

**Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670**

**Ralph Aranda, Chairperson
John Mora, Vice Chairperson
Ken Arnold, Commissioner
Gabriel Jimenez, Commissioner
Frank Ybarra, Commissioner**

Public Comment: The public is encouraged to address the Commission on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the Commission, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the Secretary or a member of staff. The Commission will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The Commission will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda or unless certain emergency or special circumstances exist. The Commission may direct staff to investigate and/or schedule certain matters for consideration at a future Commission meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports are available for inspection in the Planning & Development Department, City Hall, 11710 E. Telegraph Road, during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Friday (closed every other Friday) Telephone (562) 868-0511.

1. CALL TO ORDER**2. PLEDGE OF ALLEGIANCE****3. ROLL CALL**

Commissioners Aranda, Arnold, Jimenez, Mora, and Ybarra.

4. ORAL COMMUNICATIONS

This is the time for public comment on any matter that is not on today's agenda. Anyone wishing to speak on an agenda item is asked to please comment at the time the item is considered by the Planning Commission.

5. MINUTES

Approval of the minutes for the November 19, 2018 Planning Commission meeting

6. PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15301, Class 1

Conditional Use Permit Case No. 684-1

A request for a ten-year extension of Wireless Telecommunications Facility Conditional Use Permit Case No. 684, a 57'-0" tall monopine located at 14121* Pontlavoy Avenue in the M2, Heavy Manufacturing, Zone.
(Crown Castle for T-Mobile)

*facility address is 14121 Pontlavoy, building address is 14115 Pontlavoy

7. PUBLIC HEARING (continued from November 19, 2018 PC meeting)

Adoption of Negative Declaration

Conditional Use Permit (CUP) Case No. 793

Zone Variance (ZV) Case No. 70-1

Zone Variance (ZV) Case No. 81

CUP Case No. 793: A request to allow the construction and operation of a new 60-foot tall v-shaped digital billboard with 14' x 48' display areas;

ZV Case No. 70-1: A request to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls);

ZV Case No. 81: A request to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

The project site is located at 13530 Firestone Boulevard (APN: 7005-014-071), within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone.
(Outdoor Associates, LLC)

8. PUBLIC HEARING (continued from November 19, 2018 PC meeting)

Adoption of Negative Declaration

Resolution No. 107-2018

Recommending that the City Council adopt Ordinance No. 1097, approving a Development Agreement by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

9. **PUBLIC HEARING**

Categorically Exempt - CEQA Guidelines Section 15301, Class 1

Conditional Use Permit (CUP) Case No. 794

Modification Permit (MOD) Case No. 1304

CUP Case No. 794: A request for approval to allow the establishment, operation and maintenance of a new indoor training facility use on the subject property.

MOD Case No. 1304: A request for approval to not provide the nineteen (19) required on-site parking stalls related to the proposed indoor training facility use.

The subject property is located at 10141 Freeman Avenue (APN: 8011-007-015) within the M-2, Heavy Manufacturing, Zone.
(Veritas Training Academy)

10. **CONSENT ITEMS**

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Planning Commission.

A. CONSENT ITEM

Conditional Use Permit Case No. 498-8

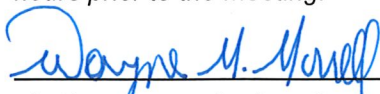
A compliance review to allow the continued operation and maintenance of a truck parking and maintenance facility on the subject 3.647-acre property located at 12965 Sandoval Street (APN: 8011-017-041), in the M-2, Heavy Manufacturing zone, and within the Consolidated Redevelopment Project Area.
(Air Products and Chemicals, Inc.)

11. **ANNOUNCEMENTS**

- ♦ Commissioners
- ♦ Staff

12. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda has been posted at the following locations; 1) City Hall, 11710 Telegraph Road; 2) City Library, 11700 Telegraph Road; and 3) Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Acting Commission Secretary

December 6, 2018

Date

Memorandum

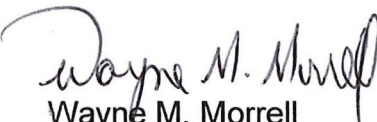
PLANNING DEPARTMENT



TO: Planning Commissioners
From: Wayne Morrell, Director of Planning
Date: December 7, 2018
RE: November 19th Planning Commission Agenda

Commissioners,

Staff has begun preparing the minutes for the November 19, 2018 PC Agenda, however, they were not completed in time to include in your December agenda packet. We will be providing both the minutes for November 19th and December 10th in your January 2019 agenda packet.


Wayne M. Morrell
Director of Planning



PUBLIC HEARING

Categorically Exempt - CEQA Guidelines Section 15301, Class 1

Conditional Use Permit Case No. 684-1

A request for a ten-year extension of Wireless Telecommunications Facility Conditional Use Permit Case No. 684, a 57'-0" tall monopine located at 14121* Pontlavoy Avenue in the M2, Heavy Manufacturing, Zone.

(Crown Castle for T-Mobile)

*facility address is 14121 Pontlavoy, building address is 14115 Pontlavoy

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 684-1 and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit; and
- Find and determine that pursuant to Section 15301, Class 1 (Existing Facilities), of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Approve Conditional Use Permit Case No. 684-1, subject to the conditions of approval as contained with Resolution No. 109-2018; and
- Adopt Resolution No. 109-2018, which incorporates the Planning Commission's findings and actions regarding this matter.

GENERAL INFORMATION:

- A. Applicant: PC Pro Corporation
Attn: Franklin Orozco
420 N. Twin Oaks Valley Road, #1476
San Marcos, CA 92079
- B. Facility Owner: Crown Castle
Attn: Jim Lee
200 Spectrum Center Drive, Suite 1800
Irvine, CA 92618

- C. Property Owner: Southern California Industrial Properties LP
16432 Barnstable Circle
Huntington Beach, CA 92649
- D. Subject Property: 14121 Pontlavoy Ave (AKA 14115 Pontlavoy)
APN: 8059-030-031
- E. Existing Zone: M-2 (Heavy Manufacturing)
- F. General Plan: Industrial
- G. CEQA Status: Categorically Exempt (Class 1)
- H. Hearing Date: December 10, 2018
- I. Staff Contact: Laurel Reimer, Planning Consultant
laurelreimer@santafesprings.org

LOCATION AND BACKGROUND

The Planning Commission first approved Conditional Use Permit Case No. 684 on August 11, 2008, which allowed T-Mobile to construct a 57' tall monopine within a 15' by 28'-6" lease area at the southwest corner of the property. The subject monopine is located on a 0.61-acre property in the M-2, Heavy Manufacturing, Zone. The property is developed with a 12,460 sq. ft. concrete tilt-up building constructed in 1979. The building address is 14115 Pontlavoy Avenue, but the wireless facility has an assigned address of 14121 Pontlavoy Avenue.

Several changes have occurred since the facility was first approved. Crown Castle, an infrastructure company, now owns the lease for the monopine, meaning Crown Castle is now the primary entity responsible for site maintenance and entitlements. T-Mobile is still the only wireless carrier located on the facility. As required by §155.711 and §157.10 of the Municipal Code, Crown Castle has requested a 10-year extension of the conditional use permit.

The monopine was originally approved to have twelve (12) panel antennas at a centerline of 47', with tops of antennas at 50' and faux pine branches extended up to 57'. The site was also approved to have six (6) equipment cabinets inside a 15' x 28'-6" lease area, all to be enclosed by a seven-foot-tall fence. Several modifications have occurred at this site over the past ten years, and today, the site has the following:

- Ten (10) panel antennas with centerlines of 45'-6" and 47'-6", tops of antennas at 50'-0", and pine branches extending to 57'-0"
- Six (6) remote radio units

- Three (3) equipment cabinets
- One (1) propane gas generator
- Three (3) hybrid cables
- 15' x 30' lease area enclosed by a 7'-0" tall chain link fence

Two of the original conditions of approval required that the monopine "shall appear healthy, full and vigorous"; and that the antennas "shall be located within the length of the branches, shall not project beyond the full length of the branches, and shall be designed to be camouflaged within the branches." In addition to equipment changes over the past ten years, the monopine has deteriorated in appearance since it was first constructed. As such, Crown Castle was required to re-branch the monopine to bring it into compliance with the original conditions of approval.

Before re-branching:



After re-branching:



Modification Permit Case No. 959, approved by the Planning Commission on September 11, 1989, allowed a portion of the required off-street parking spaces to be used by Butler Manufacturing for outdoor storage. Per condition 7, MOD 959 was to expire once Butler Manufacturing moved from the subject property. As a result, no outdoor storage should be occurring on site. The current building tenant has been conducting outdoor storage and Code Enforcement gave them a deadline of February 1, 2019 to remove all outdoor storage.

STREETS AND HIGHWAYS

The subject property is located on the west side of Pontlavoy Avenue, just north of Rosecrans Avenue. Pontlavoy Avenue is a local road within the Circulation Element of the City's General Plan.

ZONING & GENERAL PLAN LAND USE DESIGNATION

The subject property and the properties to the north and east have a zoning designation of M-2, Heavy Manufacturing. The properties to the west have a zoning designation of M-1, Light Manufacturing, and properties to the south are zoned M-1-BP, Light Manufacturing-Buffer Parking. The subject property and all surrounding properties have a General Plan Land Use designation of Industrial and house several small-scale industrial, warehouse, and wholesale businesses. The properties south of Rosecrans are located in the City of Norwalk.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 28, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on November 28, 2018, and published in a newspaper of general circulation (Whittier Daily News) on November 28, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ZONING REQUIREMENTS

The procedures set forth in Section 155.711 of the Zoning Regulations state that the purpose of the conditional use permit is to allow proper integration of uses into the community which may only be suitable in specific locations or only if such uses are designed or constructed in a particular manner on the site, and under certain conditions. A conditional use permit may be granted only for uses listed as conditional uses in the various zones, and for such other uses as are set forth in other provisions of this chapter as requiring said permit.

ENVIRONMENTAL DOCUMENT

Staff finds that the wireless telecommunications facility conditional use permit extension meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA), Section 15301, Class 1 (Existing Facilities). Consequently, no further environmental documents are required.

REVISIONS TO CONDITIONS OF APPROVAL

The following revisions were made to the original conditions of approval:

- Conditions 1, 2, 3, 4, 7, 12, 13, 29, 30, 31, 32, 39, 40: reference to "T-Mobile" replaced with "Crown Castle"
- Conditions 1, 4, 11, 21, 32, 34: removed the word "proposed" since the facility is existing
- Conditions 4, 7, 11, 21, 30, 31, 32, 34: changed "telecommunication facility" or "communications facilities" to "wireless telecommunications facility/ies"
- Conditions 8, 9, 10, 22, 23, 26, 36, 38: deleted conditions because they have been satisfied
- Condition 11: revised to clarify the verification information needed since it was previously referenced in a satisfied condition that has since been removed
- Condition 18: removed reference to the "current business" that is no longer

located at the property

- Condition 24: added "or deteriorate" as a cause to repair or replace equipment
- Condition 33: generator has been installed since original conditions, revised wording accordingly
- Condition 37: deleted since it has replaced with the requirements of Chapter 157
- Condition 40: revised the permit expiration to August 11, 2028
- Added a condition stating the facility shall comply with all requirements of Chapter 157

All conditions of approval for CUP 684-1 are attached to Resolution 109-2018 as Exhibit A.

AUTHORITY OF PLANNING COMMISSION

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Regulations, to grant a conditional use permit when it has been found that said approval is consistent with the requirements, intent and purpose of the City's Zoning Regulations. The Commission may grant, conditionally grant or deny a conditional use permit based on the evidence submitted and its own study and knowledge of the circumstances. All conditions of approval shall: be binding upon the applicants, their successors and assigns; run with the land; limit and control the issuance and validity of certificates of occupancy; and restrict and limit the construction, location, use and maintenance of all land and structures within the development.

STAFF CONSIDERATIONS

Based on the findings set forth within Resolution 109-2018 (see attachment 4), staff finds that the applicant's request meets the criteria set forth in §155.716 for the granting of a Conditional Use Permit. Staff is, therefore, recommending approval of Conditional Use Permit Case No. 684-1, subject to the conditions of approval as provided within Exhibit A of Resolution 109-2018.

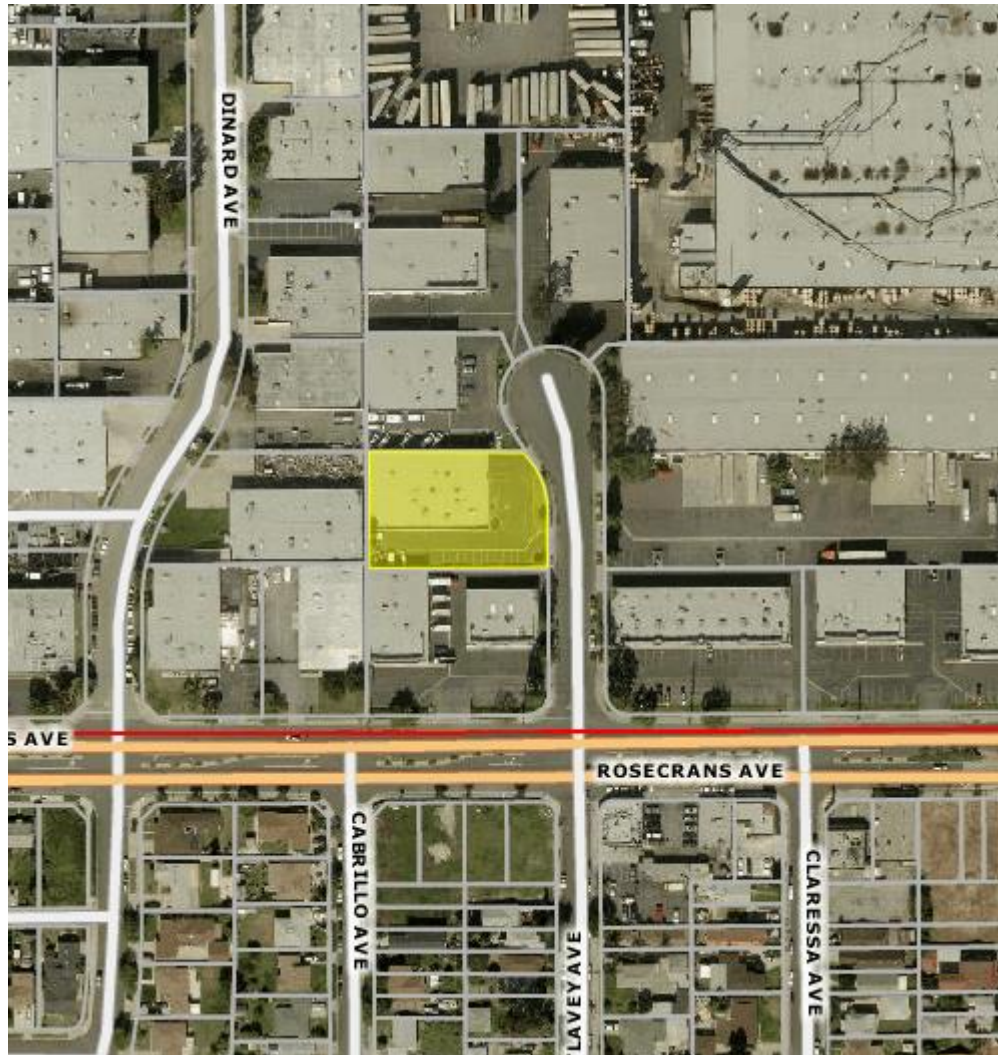


Wayne M. Morrell
Director of Planning

Attachments:

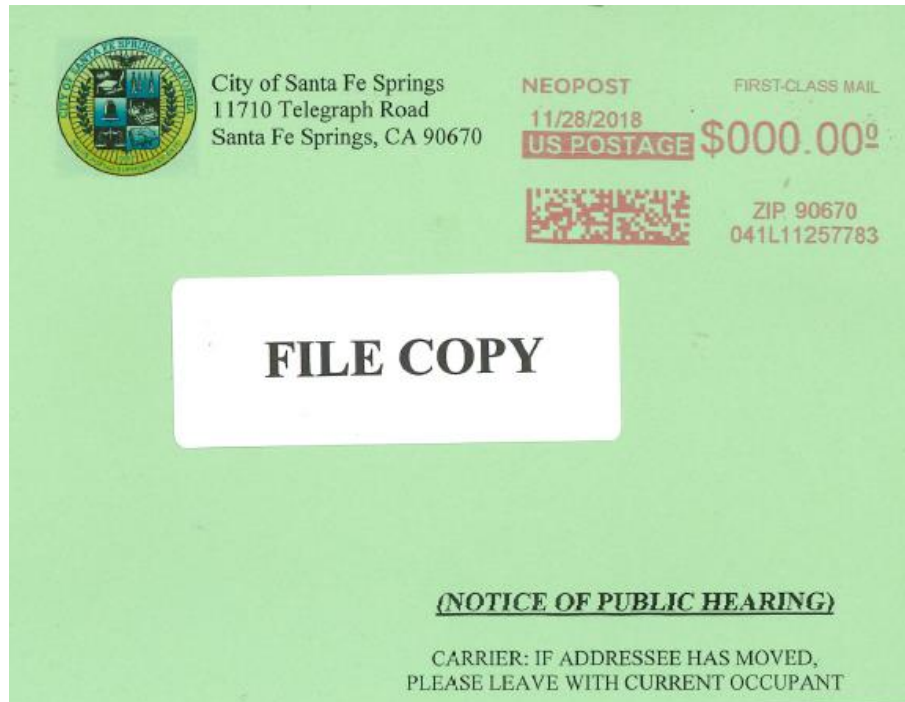
1. Aerial Photograph
2. Public Hearing Notice
3. Original Conditions of Approval
4. Resolution 109-2018
 - a. Exhibit A – Conditions of Approval
5. Project Plans

Attachment 1: Aerial Photograph



**Conditional Use Permit Case No. 684-1
14121 Pontlavoy Ave
Crown Castle for T-Mobile**



Attachment 2: Public Hearing Notice

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET**

NOTICE IS HEREBY GIVEN that the **Santa Fe Springs Planning Commission** will conduct a public hearing at a regular meeting on **Monday, December 10, 2018** at 6:00 p.m. in the Council Chambers of City Hall located at 11710 Telegraph Road on the following matter:

Applicant: Franklin Orozco of 5C Pro Corporation for Crown Castle / T-Mobile
Property located at: 14121 (AKA 14115) Pontlavoy Ave. in the M-2, Heavy Manufacturing Zone

Conditional Use Permit Case No. 684-1: A request for a ten-year extension of Wireless Telecommunications Facility Conditional Use Permit Case No. 684, a 57' tall monopine.

CEQA Status: The project is categorically exempt pursuant to Section 15301 Class 1 (existing facilities) of the California Environmental Quality Act (CEQA). The project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

All interested persons are invited to attend the above Public Hearing. If you challenge the above mentioned item and related actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs Department of Planning & Development at, or prior to the Public Hearing. Any person interested in this matter may contact Laurel Reimer at 562-868-0511, Ext. 7334 or laurelreimer@santafesprings.org.

Attachment 3: Original Conditions of Approval



City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

August 14, 2008

Re: Conditional Use Permit Case No. 684 and
Environmental Documents

Mr. Tim Miller
Trillium Telecom Services, LLC
5912 Bolsa Avenue, Suite 202
Huntington Beach, CA 92649

Dear Mr. Miller:

The Planning Commission at its meetings of August 11, 2008, took action on your request for conditional use permit approval to construct, operate and maintain an unmanned (57'-0" high to top of tree and 50'-0" to top of antenna) wireless telecommunication facility stealth as a monopine, and related equipment on the property located at *14121 Pontlavoy Avenue, approximately 164 feet north of Rosecrans Avenue, in the M-2, Heavy Manufacturing, Zone. (Building address is 14115. Cell site will be 14121 Pontlavoy)

The Planning Commission approved your request subject to the following conditions:

CONDITIONS OF APPROVAL:

POLICE SERVICES DEPARTMENT:

(Contact: Fernando Tarin 562.409-1850 x3301 or Dino Torres at x3329)

1. That T-Mobile shall test the proposed telecommunication system to make sure that it does not interfere with the Police, Fire and City communication system. This testing process shall be repeated for every proposed frequency addition and/or change. T-Mobile shall be strictly liable for interference caused by their facility with city communication systems. T-Mobile shall be responsible for all labor and equipment costs for determining the source of the interference, all costs associated with eliminating the interference, (including but not limited to filtering, installing cavities, installing directional

antennas, powering down systems, and engineering analysis), and all costs arising from third party claims against the city attributable to the interference.

2. That T-Mobile shall provide a 24-hour phone number to which interference problems may be reported to the Director of Police Services, Director of Planning and Development and the Fire Chief. Said phone number shall be provided no later than 60 days from the date of approval by the Planning Commission. This condition will also apply to all existing T-Mobile facilities in the City of Santa Fe Springs.
3. That T-Mobile shall provide a "single point of contact" in its Engineering and Maintenance Departments to insure continuity on all interference issues. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services, Director of Planning and Development and the Fire Chief no later than 60 days from the date of approval by the Planning Commission.
4. That the proposed telecommunication facility, including any lighting, fences, walls, cabinets, and poles shall be maintained by T-Mobile in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the adjacent surfaces.
5. That the owner/applicant shall allow public safety personnel to access and use the telecommunication facility's wireless capabilities, for emergency uses, criminal investigative purposes, and for surveillance in cases that are detrimental to the health and welfare of the community, at no cost.

FIRE DEPARTMENT – FIRE PREVENTION DIVISION:

(Contact: Bil Murphy 562.868-0511 x3703)

6. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department, replete with Knox access.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Wayne M. Morrell 562 868-0511 x7362)

7. That the signals generated by the T-Mobile telecommunication facility shall not interfere with the signals of any adjacent telecommunication facilities located in the vicinity.
8. That T-Mobile shall provide written verification that the proposed facility's radio-frequency radiation and electromagnetic field emissions will fall within the adopted FCC standards for safe human exposure to such forms of non-ionizing electromagnetic radiation when operating at full strength and capacity. T-Mobile shall submit a copy of the initial report by the Federal Communications Commission requirements, to the Department of Planning and Development prior to the telecommunication facility being energized by Southern California Edison.
9. That prior to the Planning Commission meeting, T-Mobile shall provide data verification that the proposed facility's radio-frequency radiation and electromagnetic field emissions are safe for human exposure.
10. That the proposed facility shall be designed to accommodate one additional wireless telecommunication carrier. To ensure that the design is not compromised, the design and size of the facility shall easily conform to the sizing and placement requirements of an additional carrier without the need of significant alterations to the stealth monopine design.

11. That any proposed wireless communications facilities that will be co-locating on the proposed facility shall be required to submit the same written verification and shall include the cumulative radiation and emissions of all such facilities.
12. That insofar as is feasible, T-Mobile shall cooperate with any subsequent applicants for wireless communications facilities with regards to possible co-location. Said subsequent applicants shall be subject to the regulations in effect at that time.
13. That T-Mobile shall comply, if applicable, with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
14. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Anita Jimenez at (562) 868-0511 x7570.
15. That the existing chain link fence, with slats, shall remain in place and shall not be removed. The height of the fence shall be of sufficient height to completely screen all equipment cabinets and generator on all sides. All damaged and/or missing slat of the existing fence shall be replaced.
16. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development. The calculation to determine the required storage area is: 1% of the first 20,000 sq ft of floor area + ½% of floor area exceeding 20,000 sq ft, but not less than 4 ½ feet in width nor than 6 feet in height.
17. That Modification Permit Case No. 959, approved by the Planning Commission on September 11, 1989, to allow a portion of the required off-street parking spaces to be used by Butler Manufacturing for outdoor storage, expired when Butler Manufacturing moved from the subject property. As a result, the current business shall not be allowed to conduct outdoor storage on the subject property

18. That the current business shall discontinue the parking of trucks and vehicles against the building and/or against the landscape mow strip in front of the building. All parking shall occur within a striped parking space. Parking outside of a striped parking space shall result in the City initiating proceedings to revoke Conditional Use Permit Case No. 684.
19. That the parking lot area shall be restriped to show the required number of off street parking spaces. Striping in front of the loading doors shall be removed since parking is not possible when the doors are being utilized.
20. That no signs, advertisements, logos, messages, banners, clocks or similar identification improvements, except FCC required signage, shall be permitted on the antenna structure, wall, fence, equipment cabinet or enclosure.
21. That the proposed telecommunication facility shall be designed to resemble a pine tree. The base pole of the proposed monopine shall be dip galvanized and the bark for the proposed base pole shall be made from custom formulated polyurethane, approximately one and one half to two pounds per square foot. The faux bark shall extend to the full height of the tree. The molds used to form the bark shall be pulled from actual tree bark to achieve maximum realism. The natural curves, cracks, growth lines and texture of true bark shall be recreated true to life. To further the naturalistic look, the bark shall be finished with appropriate painting and lighting.
22. That to ensure the realism of the base pole, branches and needles, the Applicant/operator, upon selection of the company that will fabricate the base pole, branches and needles shall promptly notify Staff of the name of the company and a contact person and the contact's phone number.
23. That prior to the Planning Commission meeting, the applicant shall submit a sample of the monopine bark and branch.

24. That the applicant/operator shall be responsible for maintaining the wireless telecommunication facility (monopine and associated equipment) in good condition and shall agree to the repair and replacement of equipment, stealth and structural components, due to damage caused by outdoor exposure and/or inclement weather. Under this condition, if the faux branch attachments, pine needles and/or trunk bark, among others, fade in color due to outdoor exposure, the applicant shall replace such components within 90 days of written notice by the Planning Director. If the work cannot be completed within 90 days, the applicant shall provide the City with a bond or certification of deposit in the amount of the valuation of the requested repair and completion timeline to guarantee the work.
25. That the monopine shall be similar in shape and color to an actual 57' tall pine tree; a tree-shape that is a symmetrical pyramid of soft-looking foliage, including a tapered trunk, feathered branching attachments, lengths and patterns. The constructed monopine shall appear healthy, full and vigorous (See "Exhibit A").
26. That upon completion of the construction of the wireless telecommunication facility, if the facility is not designed as specified in condition #25 above, the Director of Planning and Development shall reserve the right to withhold the finalization of the Building Permit and the energizing of the facility until such time that the facility is modified to comply with condition # 25.
27. That the antenna array shall be located within the length of the branches, shall not project beyond the full length of the branches, and shall be designed to be camouflaged within the branches.
28. That the antenna facility shall be continually operated in accordance with all applicable Federal regulations governing such operations.

29. That T-Mobile shall ensure that any FCC licensed telecommunication carrier that is buying, leasing or is considering a transfer of ownership of the approved telecommunication facility, shall first submit a letter of notification of intent to the Director of Planning and Development.
30. That upon any transfer or lease of the telecommunication facility during the term of Conditional Use Permit Case No. 684, T-Mobile and/or the owner of the property shall promptly provide a copy of the conditional use permit to the transferee or lessee and shall insure that lessee or other user(s) shall comply with the terms and conditions of this permit. The Department of Planning and Development shall also be notified in writing of any such transfer or lease.
31. That T-Mobile, and the owner of the premises upon which the telecommunication facility is located, shall promptly notify the Director of Planning and Development, in writing, in the event that the use of the telecommunication facility is discontinued or abandoned. T-Mobile and/or owner shall promptly remove the facility, repair any damage to the premises caused by such removal, and restore the premises to its pre-telecommunication condition so as to be in conformance with all applicable zoning codes at T-Mobile and/or owner's expense. All such removal, repair and restoration shall be completed within six (6) months after the use is discontinued or abandoned, and shall be performed in accordance with all applicable health and safety code requirements.
32. That the proposed T-Mobile telecommunication facility shall not exceed the height (57'-0' to top of tree) specified in the plans submitted by the applicant and on file with the case.
33. That if backup generators are required, the generators shall be located within the fenced area, and only be operated during power outages and for testing and maintenance purposes only.

34. That the proposed telecommunication facility shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the applicant and on file with the case.
35. That all other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
36. That T-Mobile shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. The conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. **Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.**
37. That any addition or alteration to the site, structural design and related improvements, including the installation of additional antennas (receivers, transmitters, grids, whips, dishes, etc.), or the co-location of additional antenna other than by the applicant, shall require reconsideration of the conditional use permit by the Planning Commission. Replacement of like-for-like equipment is exempt from this provision; however, plans and specifications may be required to be submitted to the Building Division of the City.
38. That Conditional Use Permit Case No. 684 shall not be effective for any purpose until T-Mobile has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and agree to accept all of the required conditions of approval. The affidavit shall be submitted to the Department of Planning and Development within thirty (30) days of receipt of the approval letter from the Director of Planning and Development.
39. That T-Mobile agree to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards

concerning Conditional Use Permit Case No. 684, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

40. That Conditional Use Permit Case No. 684 shall be valid for a period of ten (10) years, until August 11, 2018. Approximately three (3) months before August 11, 2018, T-Mobile and/or the current operator or owner shall request, in writing, an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
41. Notice is hereby given that any person violating a provision of the conditions of approval for Conditional Use Permit Case No. 684 is guilty of a misdemeanor. Notice is further given that the Planning Commission may, after conducting a public hearing, revoke or modify the conditions of Conditional Use Permit Case No. 684, if the Commission finds that these conditions have been violated or that the Permit has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance.
42. It is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

The Zoning Ordinance sets forth an appeal period of fourteen days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

If you have any questions regarding this matter, please feel free to call Wayne Morrell, Principal Planner, at (562) 868-0511 or by E-mail, waynemorrell@santafesprings.org.

Sincerely,



Paul R. Ashworth

Director of Planning and Development

cc: City Council (Electronically)
Frederick W. Latham, City Manager (Electronically)
Fernando L. Tarin, Director of Police Services (Electronically)
Phillip De Rouse, Management Assistant I (Electronically)
Donald K. Jensen, Director of Public Works (Electronically)
Thomas R. Lopez, Assistant Director of Public Works (Electronically)
Noe Negrete, Principal Civil Engineer (Electronically and Hard Copy)
Janet Ortiz, Director of Environmental Protection Division (Electronically)
Bil F. Murphy, Fire Marshall (Electronically)
Tom Hall, Environmental Protection Specialist (Electronically)
Karl Seitz, Southern California Industrial Properties, 8581 Larthorn Drive, Huntington Beach, CA 92646
File

Attachment 4: Resolution 109-2018

CITY OF SANTA FE SPRINGS
RESOLUTION NO. 109-2018

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SANTA FE SPRINGS REGARDING
CONDITIONAL USE PERMIT CASE NO. 684-1**

WHEREAS, a request was filed for Conditional Use Permit Case No. 684-1 to allow a ten-year extension of Wireless Telecommunications Facility Conditional Use Permit Case No. 684, a 57'-tall monopine located at 14121 Pontlavoy Avenue in the M2, Heavy Manufacturing, Zone; and

WHEREAS, the subject property is located on the west side of Pontlavoy Avenue, with Accessor's Parcel Number of 8059-030-031, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owner is Southern California Industrial Properties LP, 16432 Barnstable Circle, Huntington Beach, CA 92649; and

WHEREAS, the proposed Conditional Use Permit Case No. 684-1 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission has found and determined that the proposed project meets the criteria for a Categorical Exemption, pursuant to the California Environmental Quality Act (CEQA), Section 15301 – Class 1; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 28, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 28, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject property, the testimony, written comments, or other materials presented at the Planning Commission meeting on December 10, 2018 concerning Conditional Use Permit Case No. 684-1.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

Pursuant to Section 15301, Class 1 (Existing Facilities), of the California Environmental Quality Act (CEQA), the Planning Commission hereby finds and

determines that the project is categorically exempt, in that the project only involve extending the permit term of an existing facility, no modification or additional square footage is proposed. Therefore, it has been determined that additional environmental analysis is not necessary to meet the requirements of CEQA.

SECTION II. CONDITIONAL USE PERMIT FINDINGS

Pursuant to Section 155.716 of the Zoning Regulations, in studying any application for a Conditional Use Permit, the Commission shall give consideration to the following:

A) *Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.*

The subject site is located within the M-2, Heavy Manufacturing, Zone and has a General Plan land use designation of Industrial. As stated in § 157.06, manufacturing zones are the top preferred locations for wireless telecommunications facilities, therefore the request is consistent with the current zoning and land use designation. The 57'-tall monopine was constructed in 2008 and the Conditional Use Permit request is to extend the permit period of this existing wireless facility for an additional ten (10) years. The wireless telecommunications facility is unmanned and does not adversely affect the health, peace, comfort or welfare of persons working or residing in the surrounding area. The facility does not add to the ambient noise level, generate any obnoxious odors or solid waste, nor generate additional vehicular traffic. The radio frequency emissions produced by the facility fall well within the Federal Communications Commission limits.

If the applicant operates in strict compliance with the conditions of approval, the wireless telecommunications facility will be harmonious with adjoining properties and surrounding land uses. Therefore, the Planning Commission finds that the wireless telecommunications facility will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.

B) *Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.*

The conditional use permit request is to extend the permit period of an existing wireless facility. The monopine is located at the rear of the site, nearly 200 feet from Pontlavoy Avenue and approximately 180 feet from Rosecrans Avenue. The facility is designed as a 57'-tall pine tree, which helps blend the facility in with surrounding trees. Conditions of approval also require that the facility be properly maintained. The entire 57'-tall monopine was re-branched in mid-2018 to bring the facility back into compliance with the original conditions of approval. The equipment associated with the facility is located within a 450 sq. ft. lease area at the base of the monopine and enclosed by a 7-foot-high chain link fence. The lease area is behind an existing fence, which completely screens the cabinets from the public street. The distance from the streets, faux pine tree design, and fencing mitigate the visual impact. Therefore, the

Planning Commission finds that the proposed use will preserve the general appearance and welfare of the community.

SECTION III. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 109-2018 to approve Conditional Use Permit Case No. 684-1 to allow a ten-year extension a 57'-0" tall monopine located at 14121 Pontlavoy Avenue in the M2, Heavy Manufacturing, Zone, and determined that proposed Conditional Use Permit is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) Section 15301, Class 1 (Existing Facilities), subject to conditions attached hereto as Exhibit A.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Wayne M. Morrell, Acting Planning Secretary

EXHIBIT A
CUP 684-1 CONDITIONS OF APPROVAL

POLICE SERVICES DEPARTMENT:

(Contact: Luis Collazo 562-868-0511 x3320)

1. Crown Castle shall test the telecommunications system to make sure that it does not interfere with the Police, Fire and City communication system. This testing process shall be repeated for every proposed frequency addition and/or change. Crown Castle shall be strictly liable for interference caused by their facility with city communication systems. Crown Castle shall be responsible for all labor and equipment costs for determining the source of the interference, all costs associated with eliminating the interference (including but not limited to filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis), and all costs arising from third party claims against the city attributable to the interference.
2. Crown Castle shall provide a 24-hour phone number to which interference problems may be reported to the Director of Police Services, Director of Planning and Development and the Fire Chief. Said phone number shall be provided no later than 60 days from the date of approval by the Planning Commission. This condition will also apply to all existing Crown Castle facilities in the City of Santa Fe Springs.
3. Crown Castle shall provide a "single point of contact" in its Engineering and Maintenance Departments to insure continuity on all interference issues. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services, Director of Planning and Development and the Fire Chief no later than 60 days from the date of approval by the Planning Commission.
4. The wireless telecommunications facility, including any lighting, fences, walls, cabinets, and poles shall be maintained by Crown Castle in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the adjacent surfaces.
5. The owner/applicant shall allow public safety personnel to access and use the telecommunications facility's wireless capabilities for emergency uses, criminal investigative purposes, and for surveillance in cases that are detrimental to the health and welfare of the community, at no cost.

FIRE DEPARTMENT- FIRE PREVENTION DIVISION:
(Contact: Richard Kallman 562-868-0511 x3710)

6. Interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department, replete with Knox access.

PLANNING AND DEVELOPMENT DEPARTMENT:
(Contact: Laurel Reimer 562-868-0511 x7354)

7. The facility shall comply with the code requirements pursuant to Chapter 157 of the Santa Fe Springs Zoning Ordinance.
8. The signals generated by the Crown Castle wireless telecommunications facility shall not interfere with the signals of any adjacent telecommunications facilities located in the vicinity.
9. Any proposed wireless telecommunications facilities that will be collocating on the facility shall be required to submit verification that the cumulative radio frequency radiation and electromagnetic field emissions will fall within the adopted FCC standards for safe human exposure to such forms of non-ionizing electromagnetic radiation when operating at full strength and capacity. Crown Castle shall submit a copy of the radio frequency radiation and electromagnetic field emissions report to the Department of Planning and Development. (Revised ongoing)
10. Insofar as is feasible, Crown Castle shall cooperate with any subsequent applicants for wireless telecommunications facilities with regards to possible co-location. Said subsequent applicants shall be subject to the regulations in effect at that time.
11. Crown Castle shall comply, if applicable, with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054.
12. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Morgan McCarthy, at (562) 432-3700 or (805) 815-2492.
13. The existing chain link fence, with slats, shall remain in place and shall not be removed. The height of the fence shall be of sufficient height to completely screen all equipment cabinets and generator on all sides. All damaged and/or missing slats of the existing fence shall be replaced.
14. A sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development. The calculation to determine the required storage area is: 1% of the first 20,000

sq. ft. of floor area + ½% of floor area exceeding 20,000 sq. ft., but not less than 4½, feet in width nor than 6 feet in height.

15. Modification Permit Case No. 959, approved by the Planning Commission on September 11, 1989, to allow a portion of the required off-street parking spaces to be used by Butler Manufacturing for outdoor storage, expired when Butler Manufacturing moved from the subject property. As a result, the current business shall not be allowed to conduct outdoor storage on the subject property.
16. All parking shall occur within a striped parking space. Parking outside of a striped parking space shall result in the City initiating proceedings to revoke Conditional Use Permit Case No. 684-1.
17. The parking lot area shall be restriped to show the required number of off street parking spaces. Striping in front of the loading doors shall be removed since parking is not possible when the doors are being utilized.
18. No signs, advertisements, logos, messages, banners, clocks or similar identification improvements, except FCC required signage, shall be permitted on the antenna structure, wall, fence, equipment cabinet or enclosure.
19. The wireless telecommunications facility shall be designed to resemble a pine tree. The base pole of the monopine shall be dip galvanized and the bark for the base pole shall be made from custom formulated polyurethane, approximately one and one half to two pounds per square foot. The faux bark shall extend to the full height of the tree. The molds used to form the bark shall be pulled from actual tree bark to achieve maximum realism. The natural curves, cracks, growth lines and texture of true bark shall be recreated true to life. To further the naturalistic look, the bark shall be finished with appropriate painting and lighting.
20. The applicant/operator shall be responsible for maintaining the wireless telecommunications facility (monopine and associated equipment) in good condition and shall agree to the repair and replacement of equipment, stealth and structural components, due to damage caused by outdoor exposure and/or inclement weather. Under this condition, if the faux branch attachments, pine needles and/or trunk bark, among others, fade in color or deteriorate due to outdoor exposure, the applicant shall replace such components within 90 days of written notice by the Planning Director. If the work cannot be completed within 90 days, the applicant shall provide the City with a bond or certification of deposit in the amount of the valuation of the requested repair and completion timeline to guarantee the work.
21. The monopine shall be similar in shape and color to an actual 57'-tall pine tree; a tree-shape that is a symmetrical pyramid of soft looking foliage, including a tapered trunk, feathered branching attachments, lengths and patterns. The constructed monopine shall appear healthy, full and vigorous.

22. The antenna array shall be located within the length of the branches, shall not project beyond the full length of the branches, and shall be designed to be camouflaged within the branches.
23. The antenna facility shall be continually operated in accordance with all applicable Federal regulations governing such operations.
24. Crown Castle shall ensure that any FCC-licensed telecommunications carrier that is buying, leasing or is considering a transfer of ownership of the approved telecommunications facility, shall first submit a letter of notification of intent to the Director of Planning and Development.
25. Upon any transfer or lease of the wireless telecommunications facility during the term of Conditional Use Permit Case No. 684-1, Crown Castle and/or the owner of the property shall promptly provide a copy of the conditional use permit to the transferee or lessee and shall insure that lessee or other user(s) shall comply with the terms and conditions of this permit. The Department of Planning and Development shall also be notified in writing of any such transfer or lease.
26. Crown Castle and the owner of the premises upon which the wireless telecommunications facility is located shall promptly notify the Director of Planning and Development, in writing, in the event that the use of the telecommunications facility is discontinued or abandoned. Crown Castle and/or owner shall promptly remove the facility, repair any damage to the premises caused by such removal, and restore the premises to its pre-telecommunications condition so as to be in conformance with all applicable zoning codes at Crown Castle's and/or owner's expense. All such removal, repair and restoration shall be completed within six (6) months after the use is discontinued or abandoned, and shall be performed in accordance with all applicable health and safety code requirements.
27. The Crown Castle wireless telecommunications facility shall not exceed the height (57'-0' to top of branches) specified in the plans submitted by the applicant and on file with the case.
28. The backup generator shall only be operated during power outages and for testing and maintenance purposes.
29. The wireless telecommunications facility shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the applicant and on file with the case.
30. All other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.

31. Crown Castle agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning Conditional Use Permit Case No. 684-1, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
32. Conditional Use Permit Case No. 684-1 shall be valid for a period of ten (10) years, until August 11, 2028. Approximately three (3) months before August 11, 2028, Crown Castle and/or the current operator or owner shall request, in writing, an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
33. Notice is hereby given that any person violating a provision of the conditions of approval for Conditional Use Permit Case No. 684-1 is guilty of a misdemeanor. Notice is further given that the Planning Commission may, after conducting a public hearing, revoke or modify the conditions of Conditional Use Permit Case No. 684-1, if the Commission finds that these conditions have been violated or that the Permit has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance.
34. It is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

Attachment 5: Project Plans



CROWN CASTLE SITE NAME: LA3858 LINCOLN
BUSINESS CENTER
SITE TYPE:
TOWER HEIGHT: 50'-0"

CROWN CASTLE BU #: 825198
SITE ADDRESS: 14115 PONTLAVOY AVENUE
(a.k.a. 14121 PONTLAVOY AVE.)
SANTA FE SPRINGS, CA 90670
COUNTY: LOS ANGELES
JURISDICTION: CITY OF SANTA FE
SPRINGS



T-MOBILE SITE NUMBER:
LA03858H

BU #: 825198
LA3858 LINCOLN BUSINESS
CENTER

14115 PONTLAVOY AVENUE
(a.k.a. 14121 PONTLAVOY AVE.)
SANTA FE SPRINGS, CA 90670

EXISTING 50'-0" MONOPINE

SITE INFORMATION

CROWN CASTLE SITE NAME: LA3858 LINCOLN BUSINESS CENTER
SITE ADDRESS: 14115 PONTLAVOY AVENUE
(a.k.a. 14121 PONTLAVOY AVE.)
SANTA FE SPRINGS, CA 90670
COUNTY: LOS ANGELES
MAP/PARCEL #: 8059-030-031
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 33° 54' 10.96"
LONGITUDE: -118° 02' 59.95"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 85.0 FT.
CURRENT ZONING: M-1
JURISDICTION: CITY OF SANTA FE SPRINGS
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: VB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION
PROPERTY OWNER: SOUTHERN CA INDUSTRIAL PROPERTIES
16432 BARNSTABLE CIRCLE
HUNTINGTON BEACH, CA 92649
TOWER OWNER: CCTMO LLC
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
CARRIER: T-MOBILE
3257 EAST GUASTI ROAD, SUITE 200
ONTARIO, CALIFORNIA 91761
CROWN CASTLE
APPLICATION ID: 403654
ELECTRIC PROVIDER: SOUTHERN CALIFORNIA EDISON
(800) 611-1911
TELCO PROVIDER: PACIFIC BELL
(800) 750-2355
DESIGN PACKAGE BASED ON THE APPLICATION
ID: 403654
REVISION: 1
DESIGN PACKAGE BASED ON THE RFDS
REVISION: 0.2
DATE: 07/26/17

PROJECT TEAM

CROWN CASTLE A&E FIRM: CROWN CASTLE
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
CROWN.AE.APPROVAL@CROWNCastle.COM
CROWN CASTLE CONTACTS: 200 SPECTRUM CENTER DRIVE, SUITE 1700 & 1800
IRVINE, CA 92618
MORDECAI FAYAS - PROJECT MANAGER
(949) 885-8852
KEVIN HALE - CONSTRUCTION MANAGER
(310) 227-6351
JOSEPH PALMA - A&E PROJECT MANAGER
(949) 930-7468
PERMITTING MANAGER: 5C PRO CORPORATION
420 N. TWIN OAKS VALLEY ROAD #1476
SAN MARCOS, CA 92079
FRANKLIN OROZCO
(619) 632-2569

DRAWING INDEX

SHEET # SHEET DESCRIPTION

T-1	TITLE SHEET
T-2	GENERAL NOTES
T-3	ANTENNA AND CABLE SCHEDULES
C-1.1	SITE PLAN
C-1.2	ENLARGED SITE PLAN
C-2.1	ELEVATIONS
C-2.2	ELEVATIONS
C-3	ANTENNA PLAN AND MOUNTING DETAILS
C-4	EQUIPMENT SPECIFICATIONS
C-5	PLUMBING DIAGRAM

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17.
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS
AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY
THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE
PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND
CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS
FACILITY.

REQUEST FOR PERMIT RENEWAL OF CUP CASE NO. 684 TO INCLUDE
THE FOLLOWING:

TOWER SCOPE OF WORK:

- REMOVE (3) TMAs
- MOVE AIR21 TO POS#3
- MOVE AIR32 TO POS#4
- CHANE AIR32, AIR 21 EXISTING AZIMUTH TO 30 DEG.
- MOVE L700 TO POS#2
- INSTALL (1) NEW AIR32 B2A/B66AA DB FOR 4TH SECTOR (SECTOR A)
IN NEW POSITION #1
- SET AZIMUTH POS#1 TO 330 DEG.
- INSTALL & CONNECT (4) FIBER JUMPERS FROM HCS TO NEW AIR32
DB ANTENNA

GROUND SCOPE OF WORK:

- REPLACE DUS41 WITH BB 5216
- INSTALL (1) PDU 01 04
- INSTALL (3) SPDs

INSTALLER NOTE:

TOWER DOES NOT HAVE CLIMBING
FACILITIES - MANLIFT REQUIRED FOR
ELEVATED WORK.

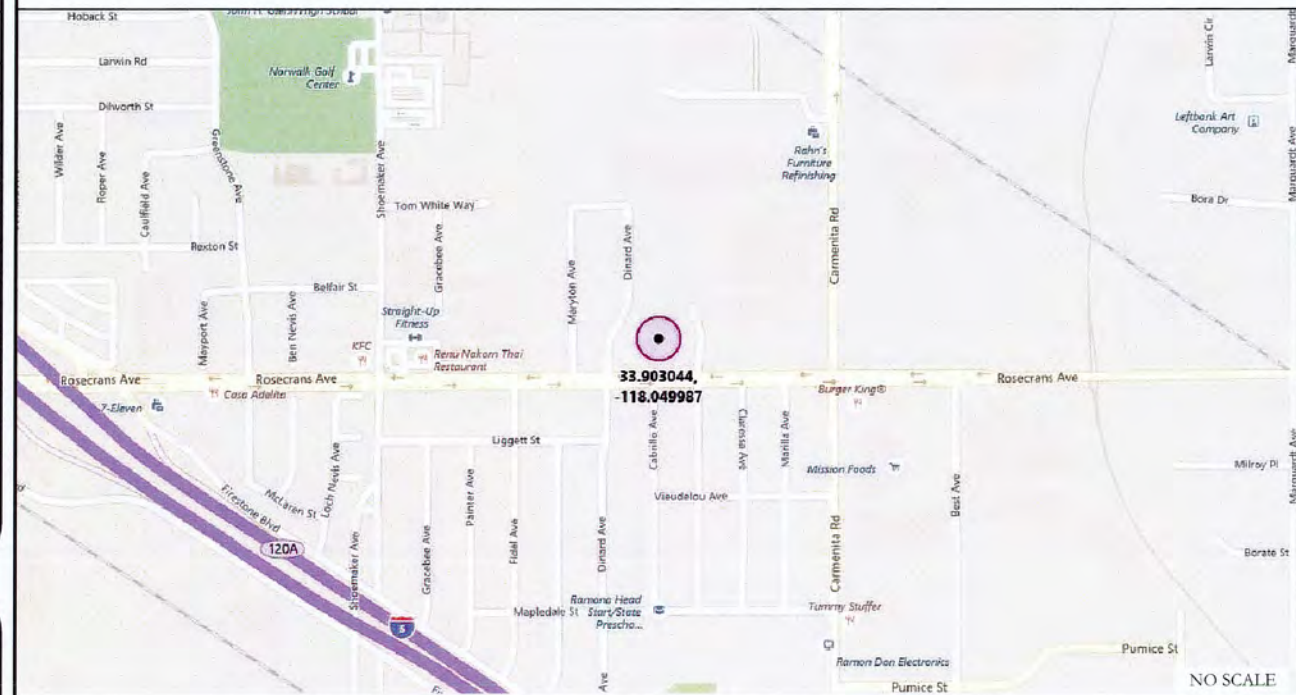
INSTALLER NOTE:

ALL TOWER MOUNTED EQUIPMENT TO BE
PAINTED TO MATCH TOWER BRANCHES.
ALL ANTENNAS TO HAVE RF TRANSPARENT
STEALTH PINE SOCKS.

PLAN CHECK COMMENTS:

- 1.
- 2.
- 3.

LOCATION MAP



APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN
ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING
CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK
NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2016 CALIFORNIA BUILDING CODE (2015 IBC)
MECHANICAL	2016 CALIFORNIA MECHANICAL CODE (2015 UMC)
ELECTRICAL	2016 CALIFORNIA ELECTRICAL CODE (2014 NEC)

REFERENCE DOCUMENTS:
STRUCTURAL ANALYSIS: BY OTHERS

MOUNT ANALYSIS: BY OTHERS



CALL CALIFORNIA ONE CALL
(800) 227-2600
CALL 3 WORKING DAYS
BEFORE YOU DIG!



APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE
DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH
THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION
DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING
DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY
IMPOSE.

	PRINT NAME	SIGNATURE	DATE
PROJECT MANAGER			
CONST. PM.			
RF ENGINEER			
SAC REP.			
PLAN CONSULTANT			
PROP. OWNER			
T-MOBILE REP.			



Richard Boelter, P.E.
Professional Engineer License #C60291
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1
REVISION: 3

SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION.
3. ALL SITE WORK TO COMPLY WITH QAS–STD–10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE TOWER SITE" AND LATEST VERSION OF TIA 1019 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
4. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
5. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
6. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
7. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
8. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
9. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
10. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
11. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE PROJECT SPECIFICATIONS.
12. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
13. NOTICE TO PROCEED– NO WORK TO COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF A PURCHASE ORDER.
14. ALL CONSTRUCTION MEANS AND METHODS: INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN STANDARD CED–STD–10253 INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH THE ANSI/TIA–322 (LATEST EDITION).

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A36 UNLESS OTHERWISE NOTED.
2. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (3/4") CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
3. NON–STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
4. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR CONTRACTOR APPROVAL WHEN DRILLING HOLES IN CONCRETE. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST–IN–PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. SLAB FOUNDATION DESIGN ASSUMING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH.....3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 AND LARGER.....2 IN.
#5 AND SMALLER & WWF.....1 1/2 IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
SLAB AND WALLS.....3/4 IN.
BEAMS AND COLUMNS.....1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

MASONRY NOTES:

1. HOLLOW CONCRETE MASONRY UNITS SHALL MEET A.S.T.M. SPECIFICATION C90, GRADE N, TYPE 1. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (F'm) SHALL BE 1500 PSI.
2. MORTAR SHALL MEET THE PROPERTY SPECIFICATION OF A.S.T.M. C270 TYP. "S" MORTAR AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
3. GROUT SHALL MEET A.S.T.M. SPECIFICATION C475 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
4. CONCRETE MASONRY SHALL BE LAID IN RUNNING (COMMON) BOND.
5. WALL SHALL RECEIVE TEMPORARY BRACING. TEMPORARY BRACING SHALL NOT BE REMOVED UNTIL GROUT IS FULLY CURED.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR–
SUBCONTRACTOR–
CARRIER–
TOWER OWNER–
OEM–
GENERAL CONTRACTOR (CONSTRUCTION)
T–MOBILE
CROWN CASTLE
ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR AND CROWN CASTLE.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

ABBREVIATIONS AND SYMBOLS:

ABBREVIATIONS:

AGL ABOVE GRADE LEVEL
BTS BASE TRANSCIVER STATION
(E) EXISTING
MIN. MINIMUM
REF REFERENCE
RF RADIO FREQUENCY
T.B.D. TO BE DETERMINED
T.B.R. TO BE RESOLVED
TYP TYPICAL
REQ REQUIRED
EGR EQUIPMENT GROUND RING
AWG AMERICAN WIRE GAUGE
MGB MASTER GROUND BAR
EG EQUIPMENT GROUND
BCW BARE COPPER WIRE
SIAD SMART INTEGRATED ACCESS DEVICE
GEN GENERATOR
IGR INTERIOR GROUND RING (HALO)
RBS RADIO BASE STATION

SYMBOLS:

 SOLID GROUND BUS BAR
 SOLID NEUTRAL BUS BAR
 SUPPLEMENTAL GROUND CONDUCTOR
 2–POLE THERMAL–MAGNETIC CIRCUIT BREAKER
 SINGLE–POLE THERMAL–MAGNETIC CIRCUIT BREAKER
 CHEMICAL GROUND ROD
 TEST WELL
 DISCONNECT SWITCH
 METER
 EXOTHERMIC WELD (CADWELD) (UNLESS OTHERWISE NOTED)
 MECHANICAL CONNECTION
 GROUNDING WIRE

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC. HILTI EPOXY ANCHORS ARE REQUIRED BY CROWN CASTLE.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER–STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR–CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH PLASTIC TAPE PER COLOR SCHEDULE. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANEL BOARD AND CIRCUIT ID'S).
8. PANEL BOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
9. ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN–2, CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET & DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN–2 GREEN INSULATION CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET AND DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI–CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN–2, CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET AND DRY) OPERATION WITH OUTER JACKET LISTED OR LABELED FOR THE LOCATION USED UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP–STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT) OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID–TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID–TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION–TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
21. WIREWAYS SHALL BE EPOXY–COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER).
22. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON–PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHIN ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY–COATED SHEET STEEL; SHALL MEET OR EXCEED UL 50 AND RATED NEMA 1 (OR BETTER) INDOORS OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY–COATED OR NON–CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
28. INSTALL PLASTIC LABEL ON THE METER CENTER TO SHOW "T–MOBILE".
29. ALL CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL–OF–POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 AWG SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON–ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND WIRES WITH 1–#2 AWG TIN–PLATED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON–METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 TINNED SOLID IN 3/4" LIQUID TIGHT CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD–WELD TERMINATION POINT. THE EXPOSED END OF THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).

NEC INSULATOR COLOR CODE		
DESCRIPTION	PHASE/CODE LETTER	WIRE COLOR
240/120 1Ø	LEG 1	BLACK
	LEG 2	RED
AC NEUTRAL	N	WHITE
GROUND (EGC)	G	GREEN
VDC POS	+	*RED–POLARITY MARK AT TERMINATION
VDC NEG	–	*BLACK–POLARITY MARK AT TERMINATION
240V OR 208V, 3Ø	PHASE A	BLACK
	PHASE B	RED(ORG. IF HI LEG)
	PHASE C	BLUE
480V, 3Ø	PHASE A	BROWN
	PHASE B	ORANGE
	PHASE C	YELLOW

* SEE NEC 210.5(C)(1) AND (2)



T-MOBILE SITE NUMBER:
LA03858H

BU #: 825198
LA3858 LINCOLN BUSINESS
CENTER

14115 PONTLAVOY AVENUE
(a.k.a. 14121 PONTLAVOY AVE.)
SANTA FE SPRINGS, CA 90670

EXISTING 50'-0" MONOPINE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES /QA
A	09/12/17	BWT	PRELIMINARY	ZTK
0	09/20/17	BWT	CONSTRUCTION	RAB
1	06/28/18	NJH	CONSTRUCTION	RAB
2	10/22/18	DAB	CONSTRUCTION	RAB
3	10/23/18	DAB	CONSTRUCTION	RAB



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Professional Engineer License #C60291
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EXISTING ANTENNA / CABLE SCHEDULE																	
SECTOR		ANTENNA				RRU		TMA AND/OR DIPLEXER		HYBRID CABLE (HCS)			COAX			FIBER	
		MODEL	SIZE	AZIMUTH	RAD CENTER	QTY	MODEL	QTY	MODEL	QTY	TYPE	LENGTH	QTY	TYPE	LENGTH	QTY	LENGTH
A	A1	AIR 21 B2A B4P	56.0"	0°	47'-6"	-	-	1	KRY 112 144/1	1 1	6x12 HCS 6AWG 9x18 HCS	40M 40M	-	-	-	2	9'-0"
	A2	LNx-6515DS-A1M	96.4"	0°	45'-6"	1	RRUS 11 B12	-	-				2	JUMPER	9'-0"	2	9'-0"
	A3	AIR 32 B4A/B2P	56.6"	0°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
B	B1	AIR 21 B2A B4P	56.0"	120°	47'-6"	-	-	1	KRY 112 144/1				-	-	-	2	9'-0"
	B2	LNx-6515DS-A1M	96.4"	120°	45'-6"	1	RRUS 11 B12	-	-				2	JUMPER	9'-0"	2	9'-0"
	B3	AIR 32 B4A/B2P	56.6"	120°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
C	C1	AIR 21 B2A B4P	56.0"	240°	47'-6"	-	-	1	KRY 112 144/1				-	-	-	2	9'-0"
	C2	LNx-6515DS-A1M	96.4"	240°	45'-6"	1	RRUS 11 B12	-	-				2	JUMPER	9'-0"	2	9'-0"
	C3	AIR 32 B4A/B2P	56.6"	240°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
										UNUSED FEEDLINES			12	7/8"	98'-0"		
													1	1-1/4"	98'-0"		
													1	1"	98'-0"		
													1	1/4"	98'-0"		

PROPOSED ANTENNA / CABLE SCHEDULE																	
SECTOR		ANTENNA				RRU		TMA AND/OR DIPLEXER		HYBRID CABLE (HCS)			COAX			FIBER	
		MODEL	SIZE	AZIMUTH	RAD CENTER	QTY	MODEL	QTY	MODEL	QTY	TYPE	LENGTH	QTY	TYPE	LENGTH	QTY	LENGTH
A	A1	LNx-6515DS-A1M	96.4"	0°	45'-6"	1	RRUS 11 B12	-	-	1 1 1	6x12 HCS 6AWG 6x12 HCS 6AWG 9x18 HCS	40M 40M 40M	-	-	-	2	9'-0"
	A2	AIR 21 B2A B4P	56.0"	30°	47'-6"	-	-	-	2				JUMPER	9'-0"	2	9'-0"	
	A3	AIR 32 B4A/B2P	56.6"	30°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
B	B1	AIR 21 B2A B4P	56.0"	120°	47'-6"	-	-	-	-				-	-	-	2	9'-0"
	B2	LNx-6515DS-A1M	96.4"	120°	45'-6"	1	RRUS 11 B12	-	-				2	JUMPER	9'-0"	2	9'-0"
	B3	AIR 32 B4A/B2P	56.6"	120°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
C	C1	AIR 21 B2A B4P	56.0"	240°	47'-6"	-	-	-	-				-	-	-	2	9'-0"
	C2	LNx-6515DS-A1M	96.4"	240°	45'-6"	1	RRUS 11 B12	-	-				2	JUMPER	9'-0"	2	9'-0"
	C3	AIR 32 B4A/B2P	56.6"	240°	47'-6"	1	RRUS 32 B2	-	-				4	JUMPER	9'-0"	4	9'-0"
D	D1	AIR32 B2A/B66AA	56.6"	330°	47'-6"	-	-	-	-	-	-	-	4	9'-0"			
ANTENNA/CABLE SCHEDULE NOTES: 1. CONTRACTOR IS TO REFER TO T-MOBILE'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION													12	7/8"	98'-0"		
													1	1-1/4"	98'-0"		
													1	1"	98'-0"		
													1	1/4"	98'-0"		

ANTENNA/CABLE SCHEDULE NOTES:

1. CONTRACTOR IS TO REFER TO T-MOBILE'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION
2. COAX CABLE LENGTH IS APPROXIMATE. CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.
3. BOLD INDICATES PROPOSED EQUIPMENT

CROWN
CASTLE

200 SPECTRUM CENTER DRIVE,
SUITE 1700 & 1800
IRVINE, CA 92618

T-MOBILE SITE NUMBER:
LA03858H

BU #: **825198**
**LA3858 LINCOLN BUSINESS
CENTER**

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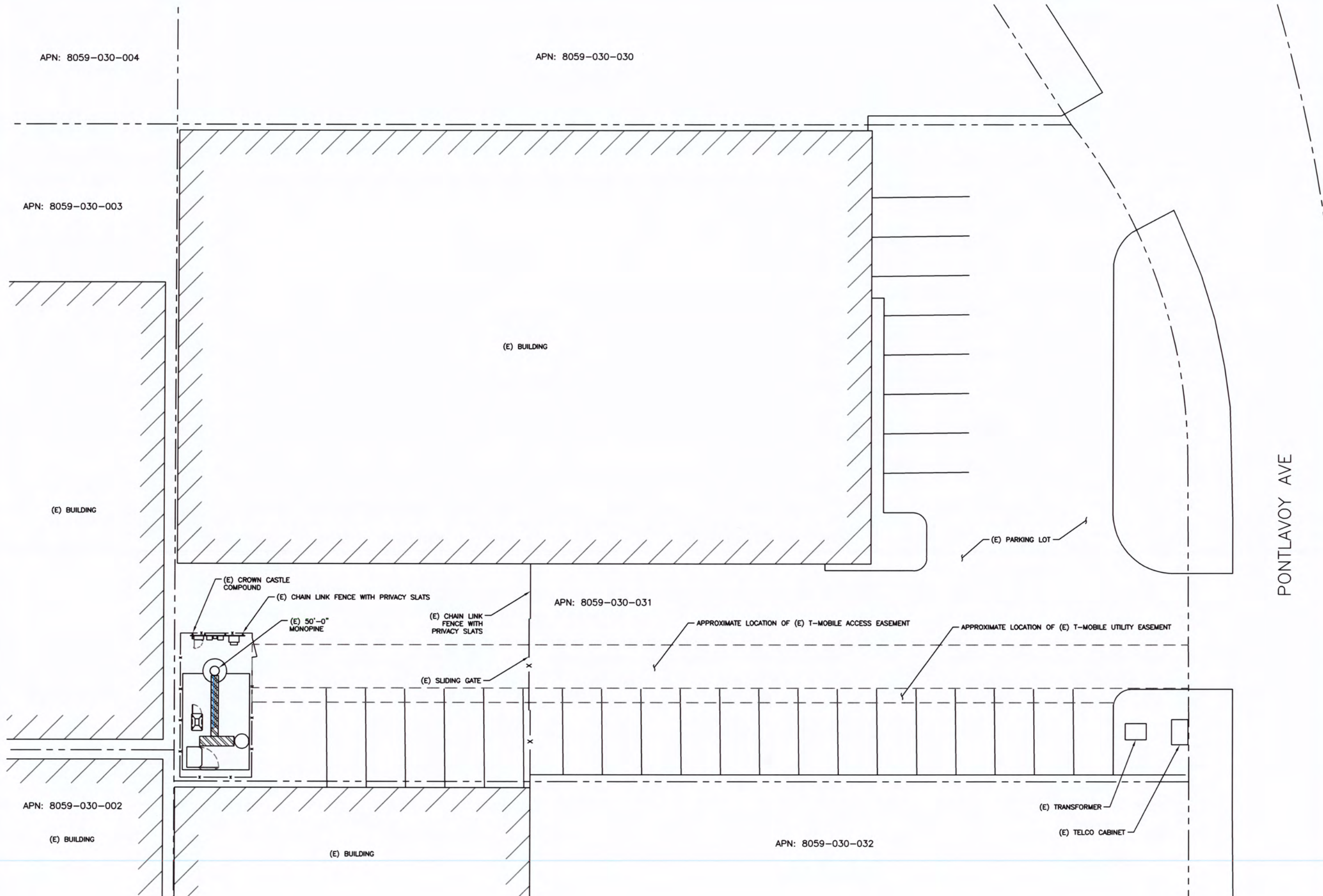
Richard Boelter, P.E.
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REVISION:

3



CROWN CASTLE
200 SPECTRUM CENTER DRIVE,
SUITE 1700 & 1800
IRVINE, CA 92618

T-MOBILE SITE NUMBER:
LA03858H

BU #: **825198**
LA3858 LINCOLN BUSINESS CENTER

14115 PONTLAVOY AVENUE
(a.k.a. 14121 PONTLAVOY AVE.)
SANTA FE SPRINGS, CA 90670

EXISTING 50'-0" MONOPINE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	09/12/17	BWT	PRELIMINARY	ZTK
0	09/20/17	BWT	CONSTRUCTION	RAB
1	06/28/18	NJH	CONSTRUCTION	RAB
2	10/22/18	DAB	CONSTRUCTION	RAB
3	10/23/18	DAB	CONSTRUCTION	RAB

REGISTERED PROFESSIONAL ENGINEER
RICHARD A. BOELTER
C 60291
CIVIL
STATE OF CALIFORNIA

OCT 23 2018

Richard Boelter, P.E.
Professional Engineer License #C60291

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SHEET NUMBER: **C-1.1** REVISION: **3**

1 SITE PLAN
SCALE: 1"=10'-0" (FULL SIZE)
1"=20'-0" (11x17)



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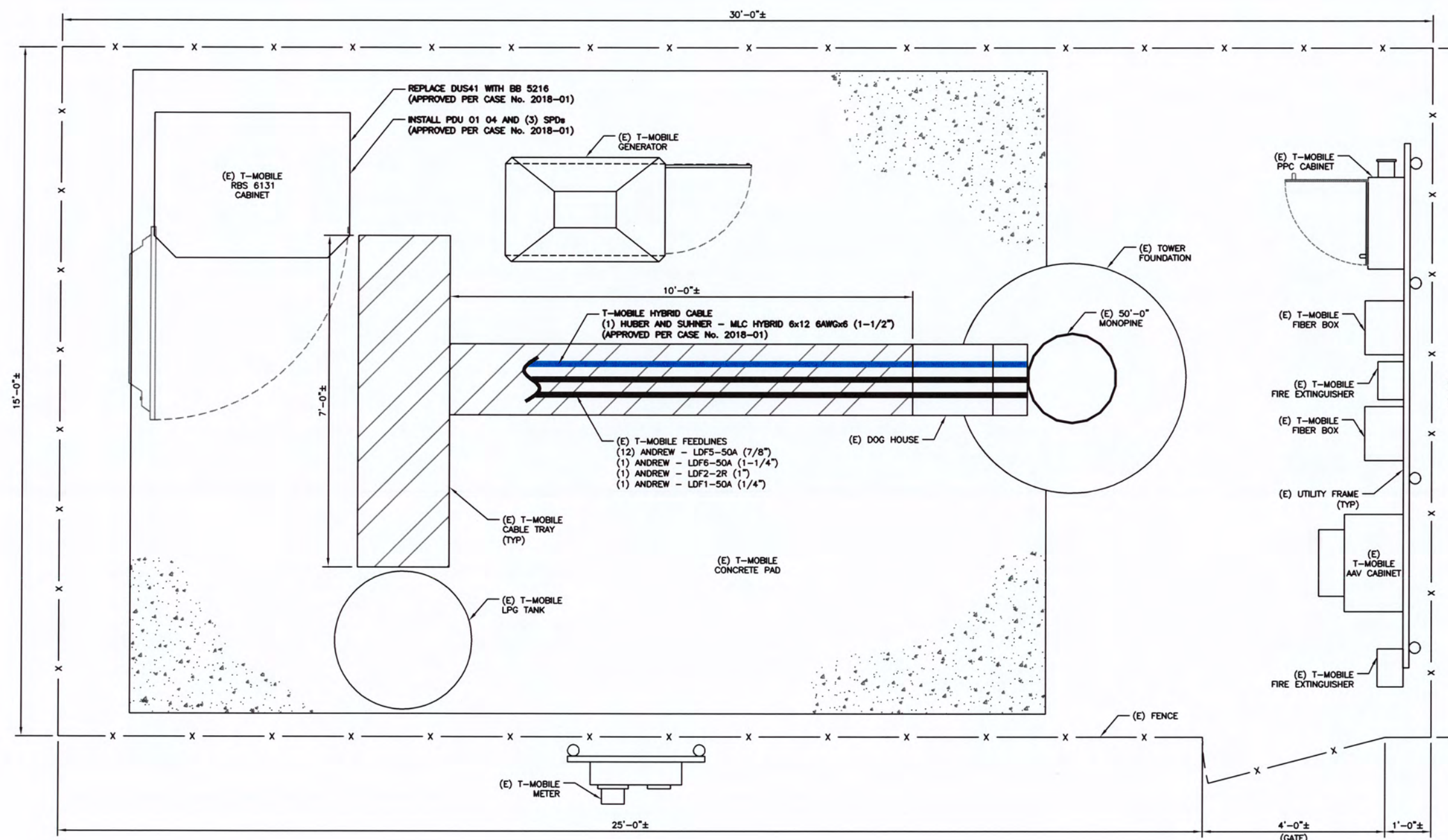


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SHEET NUMBER: **C-1.2** REVISION: **3**



1 ENLARGED SITE PLAN
SCALE: 3/4"=1'-0" (FULL SIZE)
3/8"=1'-0" (11x17)



STRUCTURE W/ APPURTENANCE
ELEV. = 57'-0"

TIP OF ANTENNA
ELEV. = 50'-0"
HEIGHT OF STRUCTURE
ELEV. = 50'-0"

(E) T-MOBILE EQUIPMENT TO REMAIN
(9) ANTENNAS
(6) RRU's
(1) GPS

T-MOBILE EQUIPMENT

ANTENNA CL: 47'-6"
ANTENNA CL: 45'-6"
MOUNT CL: 48'-0"

(E) T-MOBILE TMA TO BE REMOVED
(3 TOTAL, 1 PER SECTOR)

EXISTING T-MOBILE RAD CENTER
ELEV. = 47'-6"

EXISTING T-MOBILE RAD CENTER
ELEV. = 45'-6"

NOTE:

- TOWER DOES NOT HAVE CLIMBING FACILITIES - MANLIFT REQUIRED FOR ELEVATED WORK.
- ALL TOWER MOUNTED EQUIPMENT TO BE PAINTED TO MATCH TOWER BRANCHES. ALL ANTENNAS TO HAVE RF TRANSPARENT STEALTH PINE SOCKS.
- APPROVED EQUIPMENT SHOWN NOT YET INSTALLED

(E) 50'-0" MONOPINE

(E) T-MOBILE FEEDLINES TO REMAIN
(12) ANDREW - LDF5-50A (7/8")
(1) ANDREW - LDF6-50A (1-1/4")
(1) ANDREW - LDF2-2R (1")
(1) ANDREW - LDF1-50A (1/4")
ROUTED INTERNALLY

1 EXISTING SOUTH ELEVATION
SCALE: NOT TO SCALE

STRUCTURE W/ APPURTENANCE
ELEV. = 57'-0"

TIP OF ANTENNA
ELEV. = 50'-0"
HEIGHT OF STRUCTURE
ELEV. = 50'-0"

(E) T-MOBILE EQUIPMENT
(9) ANTENNAS
(6) RRU's
(1) GPS

T-MOBILE EQUIPMENT

ANTENNA CL: 47'-6"
ANTENNA CL: 45'-6"
MOUNT CL: 48'-0"

T-MOBILE ANTENNA
ERICSSON - AIR32 B2A/B06AA
(1 TOTAL)(APPROVED PER CASE No. 2018-01)

EXISTING T-MOBILE RAD CENTER
ELEV. = 47'-6"

EXISTING T-MOBILE RAD CENTER
ELEV. = 45'-6"

(E) 50'-0" MONOPINE

(E) T-MOBILE FEEDLINES
(12) ANDREW - LDF5-50A (7/8")
(1) ANDREW - LDF6-50A (1-1/4")
(1) ANDREW - LDF2-2R (1")
(1) ANDREW - LDF1-50A (1/4")
ROUTED INTERNALLY

T-MOBILE HYBRID CABLE
(1) HUBER AND SUHNER - MLC HYBRID 6x12 6AWGx6 (1-1/2")
ROUTED INTERNALLY
(APPROVED PER CASE No. 2018-01)

2 NEW SOUTH ELEVATION
SCALE: NOT TO SCALE



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REVISION: 3

STRUCTURE W/ APPURTENANCE
ELEV. = 57'-0"

TIP OF ANTENNA
ELEV. = 50'-0"
HEIGHT OF STRUCTURE
ELEV. = 50'-0"

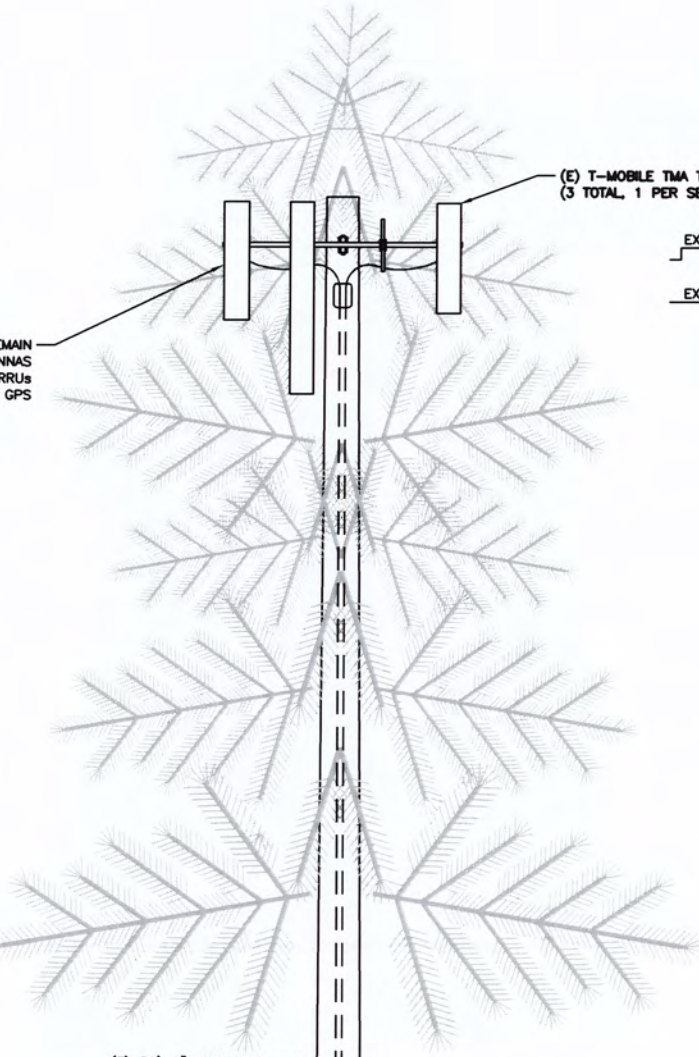
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(9) ANTENNAS
(6) RRU's
(1) GPS

(E) T-MOBILE TMA TO BE REMOVED
(3 TOTAL, 1 PER SECTOR)

EXISTING T-MOBILE RAD CENTER
ELEV. = 47'-6"
EXISTING T-MOBILE RAD CENTER
ELEV. = 45'-6"

T-MOBILE EQUIPMENT

ANTENNA CL: 47'-6"
ANTENNA CL: 45'-6"
MOUNT CL: 48'-0"



(E) 50'-0" MONOPINE

(E) T-MOBILE FEEDLINES TO REMAIN
(12) ANDREW - LDF5-50A (7/8")
(1) ANDREW - LDF6-50A (1-1/4")
(1) ANDREW - LDF2-2R (1")
(1) ANDREW - LDF1-50A (1/4")
ROUTED INTERNALLY



1 EXISTING EAST ELEVATION
SCALE: NOT TO SCALE

STRUCTURE W/ APPURTENANCE
ELEV. = 57'-0"

TIP OF ANTENNA
ELEV. = 50'-0"
HEIGHT OF STRUCTURE
ELEV. = 50'-0"

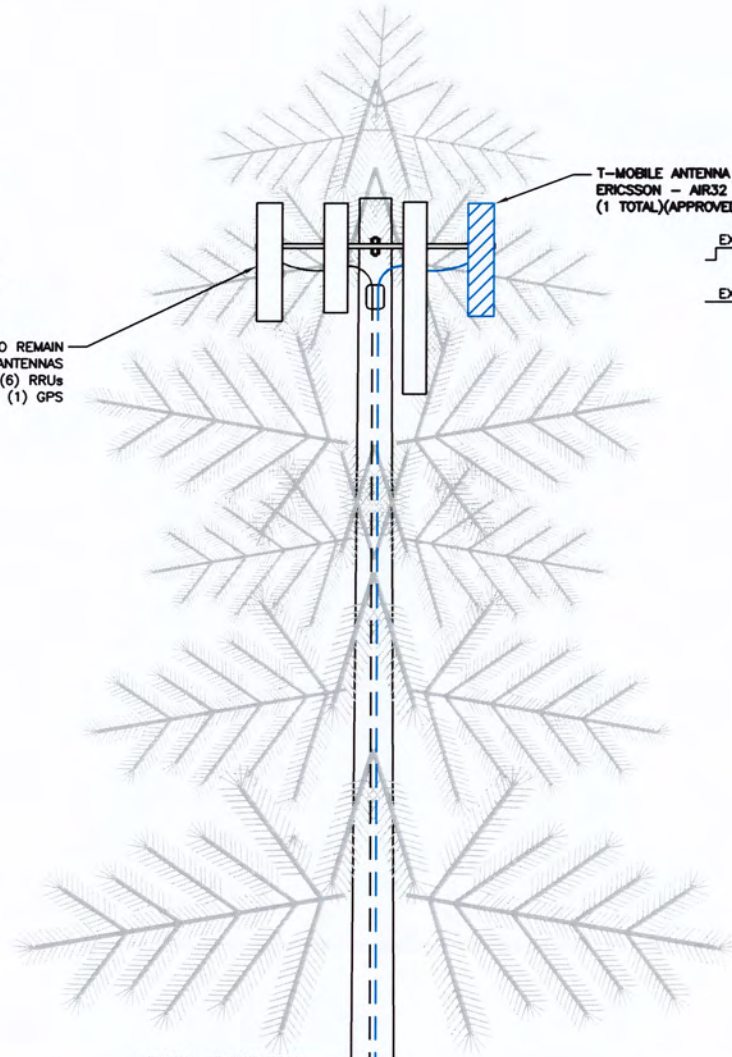
(E) T-MOBILE EQUIPMENT TO REMAIN
(9) ANTENNAS
(6) RRU's
(1) GPS

T-MOBILE ANTENNA
ERICSSON - AIR32 B2A/B66AA
(1 TOTAL)(APPROVED PER CASE No. 2018-01)

EXISTING T-MOBILE RAD CENTER
ELEV. = 47'-6"
EXISTING T-MOBILE RAD CENTER
ELEV. = 45'-6"

T-MOBILE EQUIPMENT

ANTENNA CL: 47'-6"
ANTENNA CL: 45'-6"
MOUNT CL: 48'-0"



(E) 50'-0" MONOPINE

(E) T-MOBILE FEEDLINES
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(1) ANDREW - LDF6-50A (1-1/4")
(1) ANDREW - LDF2-2R (1")
(1) ANDREW - LDF1-50A (1/4")
ROUTED INTERNALLY

T-MOBILE HYBRID CABLE
(1) HUBER AND SUHNER - MLC HYBRID 6x12 6AWGx6 (1-1/2")
ROUTED INTERNALLY
(APPROVED PER CASE No. 2018-01)



2 NEW EAST ELEVATION
SCALE: NOT TO SCALE

NOTE:

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T-MOBILE SITE NUMBER:
LA03858H

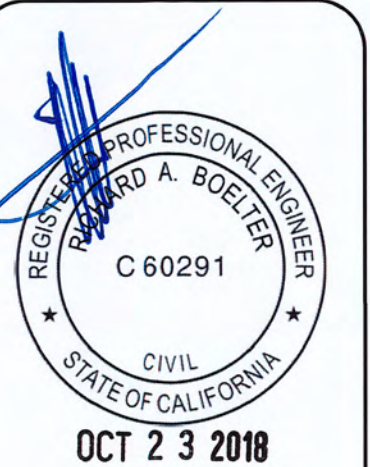
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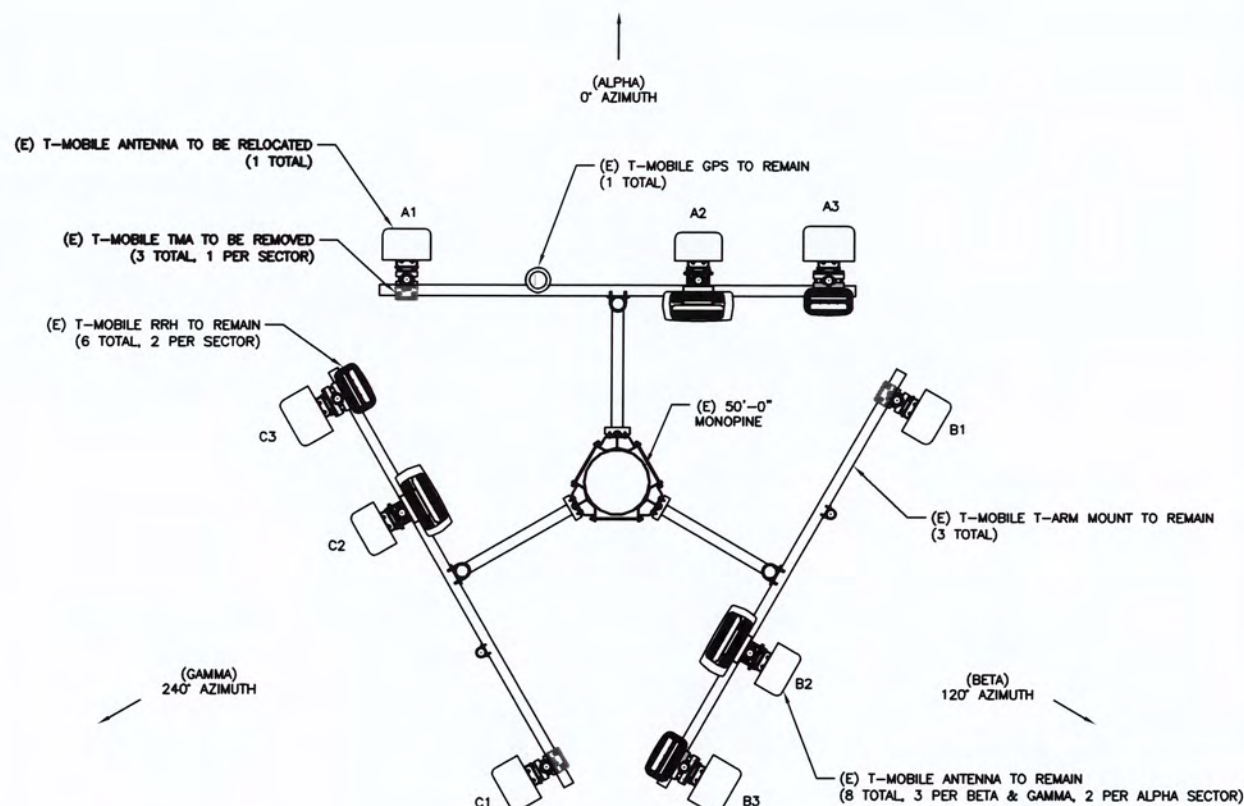


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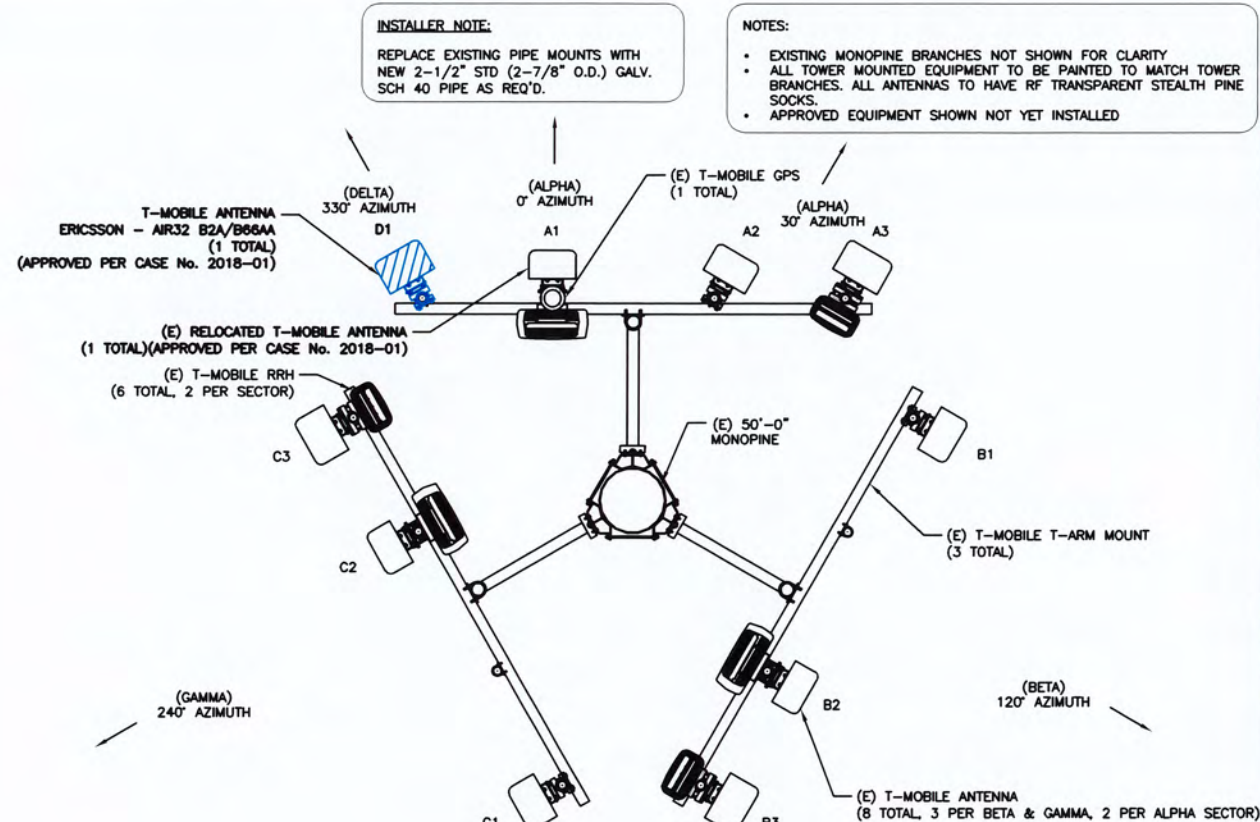
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SHEET NUMBER: REVISION:

C-2.2 **3**



1 EXISTING ANTENNA LAYOUT
SCALE: NOT TO SCALE



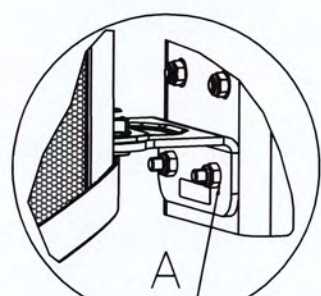
2 NEW ANTENNA LAYOUT
SCALE: NOT TO SCALE

MANUFACTURER:	KATHREIN
MODEL NO.:	850100B4
TOTAL WEIGHT :	±28.7 LBS

MAXIMUM TORQUE
M10 50Nm (36.88FT.LBS)

HANG ANTENNA ON BRACKET STUDS AND SECURE WITH NUTS. ADJUST LOWER CARRIER AS SHOWN IN DETAIL A

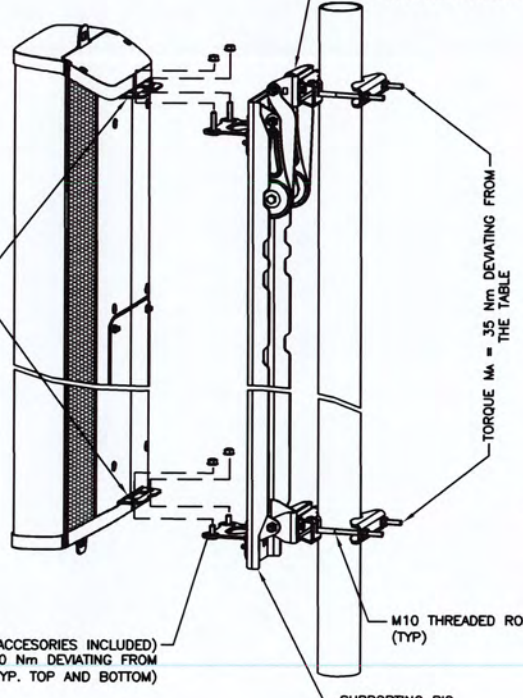
FACTORY PROVIDED PRE-INSTALLED MOUNTING BRACKET, TYP.



ATTENTION: LOOSEN BOTH SCREWS TO ADJUST THE LOWER CARRIER AND RESECURE THEM AFTERWARDS

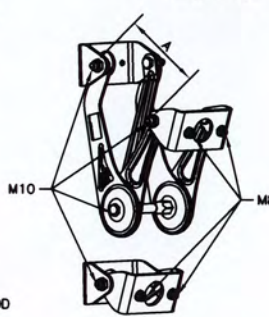
M10 (MOUNTING ACCESSORIES INCLUDED) TORQUE MA = 40 Nm DEVIATING FROM THE TABLE (TYP. TOP AND BOTTOM)

REUSE EXISTING AIR 21 BRACKET IF APPLICABLE



SCREW SIZE	TORQUE
M8	20Nm
M10	50Nm

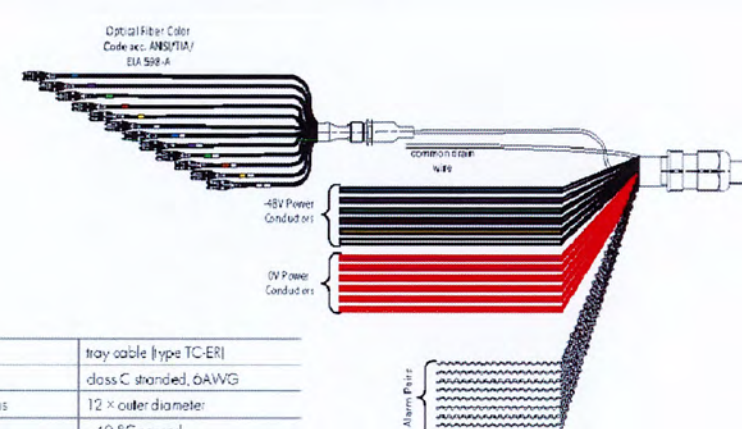
mm	in
1	1/8
2	1/4
3	3/16
4	1/4
5	5/16
6	3/8
8	1/2
10	3/4
12	1
14	1 1/4
16	1 1/2
18	1 3/4
20	2
22	2 1/4
24	2 1/2
27	2 3/4
30	3



3 NEW AIR ANTENNA MOUNTING
SCALE: NOT TO SCALE

MASTERLINE Classic Hybrid (MLCH)

Standard



Specification

UL listing	tray cable (Type TC-ER)
Conductors	class C stranded, 6AWG
Minimum bending radius	12 x outer diameter
Cold bending	-40 °C passed
Vertical flame test	FT4 passed
Color coding alarm wire	
2 x 4 - 5 pairs	18 AWG twisted pairs
4 x 8 - 7 pairs	18 AWG twisted pairs
6 x 12 - 9 pairs	18 AWG twisted pairs

Standard cable layout	fibers	Outer diameter	Weight
2 x 4 # 6AWG	8 fibers, Ø 5.0 mm	27.2 mm [1.07"]	0.75 lbs/ft
4 x 8 # 6AWG	16 fibers, Ø 5.0 mm	33 mm [1.3"]	1.3 lbs/ft
6 x 12 # 6AWG	24 fibers, Ø 5.0 mm	38.9 mm [1.53"]	1.71 lbs/ft

4 NOT USED
SCALE: NOT TO SCALE

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200 SPECTRUM CENTER DRIVE,
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SHEET NUMBER: C-3
REVISION: 3

AIR-32 B4A/B2P & B2A/B66AA

ERICSSON ANTENNA INTEGRATED RADIO AIR-32



Radio	Single Band (B4a/B2p)	Dual Band (B2a/B66Aa)
Band 2 (1850-1910 / 1930-1990 MHz)	Passive frequency band	Active frequency band
Band 4 (1710-1755 / 2110-2155 MHz)	Active frequency band	Subset of Band 66A (AWS 1+3)
Band 66A (1710-1780 / 2110-2180 MHz)	N/A	Active frequency band
PA Output Power	4 x 30W	2 x (4 x 30) W
Downlink EIRP in bore-sight direction for each active band	4 x 62.5 dBm	4 x 62.5 dBm
Instantaneous bandwidth	45 MHz (W, L)	B2: 40 MHz (W, L) B2: 20 MHz (G) B66A: 70 MHz (W, L)
Capacity (single standard per unit)	6 GSM 6 WCDMA 2 x 20 MHz LTE	6 GSM (B2 only) 6 WCDMA per Active frequency band 2 x 20 MHz LTE per band
Multi-RAT capability	WCDMA and LTE on both PAs	WCDMA and GSM on both PAs (B2 only) WCDMA and LTE on both PAs (B2 and B4) GSM and LTE (B2 only)

Interfaces		
Optical CPRI	2 x 10 Gbps	2 x 10 Gbps per Active frequency band
DC Power	-48 VDC 3-wire or 2-wire	-48 VDC 3-wire or 2-wire (separate input for both radios)
AC power (Optional)	PSU-AC 08	PSU-AC 08
Passive antenna	4 RF connectors (7/16 female)	N/A
Environmental		
Operating Temperature Range	-40 to +55 °C	-40 to +55 °C
Solar Radiation	≤ 1,120 W/m²	≤ 1,120 W/m²
Relative Humidity	5 to 100%	5 to 100%
Absolute Humidity	0.26 to 40 g/m³	0.26 to 40 g/m³
Maximum temperature change	1.0°C/min	1.0°C/min
Antenna		
Electrical Tilt	2° – 12° (B4) 2° – 12° (B2)	2° – 12° (B66A) 2° – 12° (B2)
Bore-sight antenna gain	18 dBi (B4) 17.5 dBi (B2)	18 dBi (B66A) 17.5 dBi (B2)
Nominal beam-width, azimuth	65° (B4) 63° (B2)	65° (B66A) 63° (B2)
Nominal beam-width, elevation	6° (B4) 6° (B2)	6° (B66A) 6° (B2)
Mechanical		
Weight	48 Kg (105.8 lbs)	60 Kg (132.2 lbs)
Dimensions (H x W x D)	1439 x 327 x 220 mm (56.6" x 12.9" x 8.7")	1439 x 327 x 220 mm (56.6" x 12.9" x 8.7")
Wind load at 42 m/s (150 km/h)		
Front / Lateral / Rear	640N / 300N / 660N	640N / 300N / 660N

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C-4

REVISION:

3

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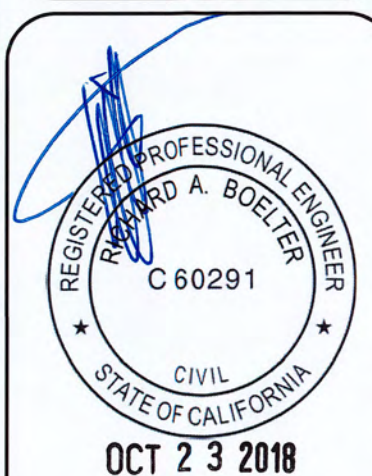
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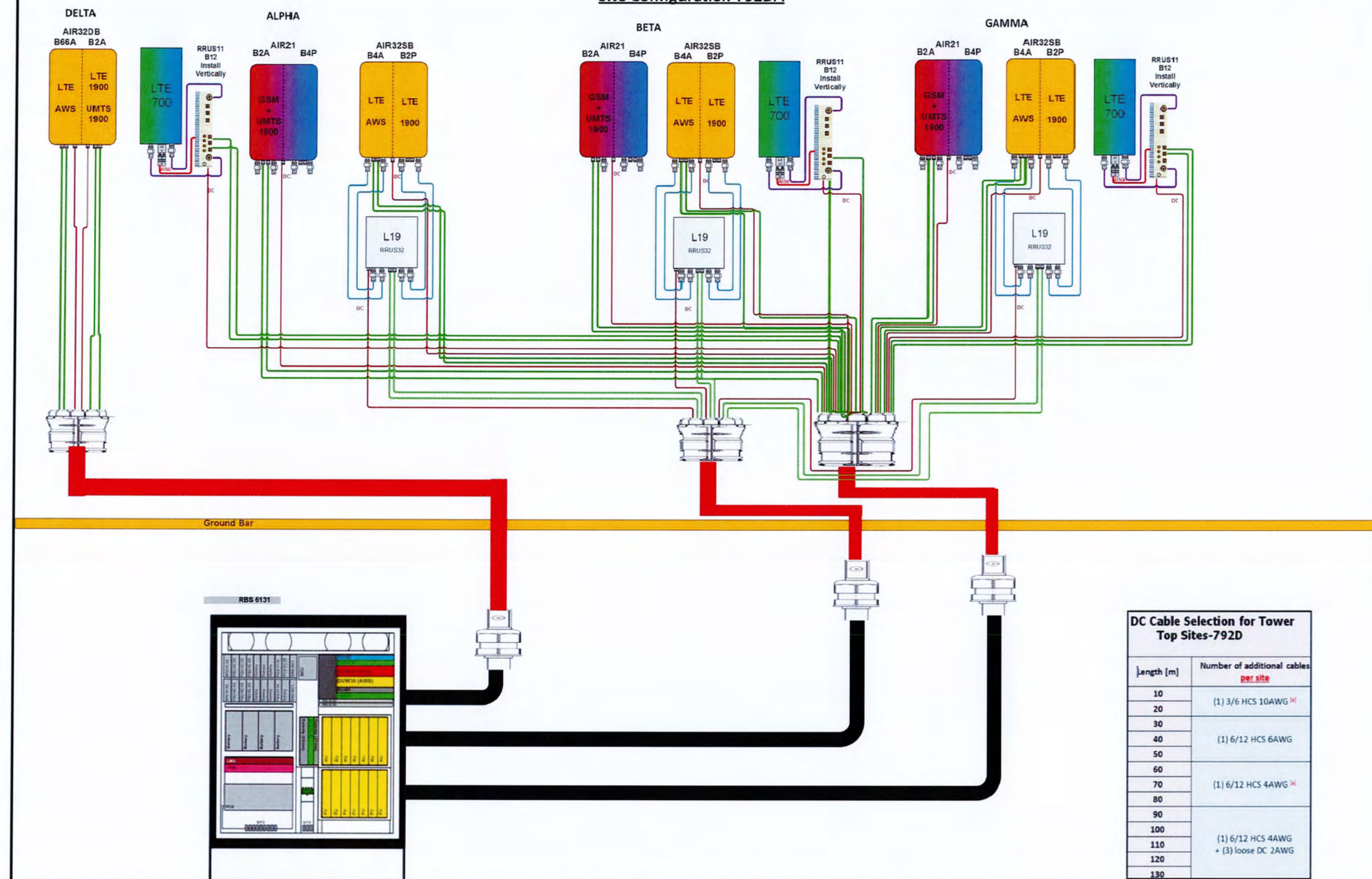
SHEET NUMBER:

C-5

REVISION:

3

Site Configuration 792DA





PUBLIC HEARING

Adoption of Negative Declaration

Conditional Use Permit (CUP) Case No. 793

Zone Variance (ZV) Case No. 70-1

Zone Variance (ZV) Case No. 81

CUP Case No. 793: A request to allow the construction and operation of a new 60-foot tall v-shaped digital billboard with 14' x 48' display areas;

ZV Case No. 70-1: A request to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls);

ZV Case No. 81: A request to allow a V-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

The project site is located at 13530 Firestone Boulevard (APN: 7005-014-071), within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone.
(Outdoor Associates, LLC)

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 793; Zone Variance Case No. 70-1; Zone Variance Case No. 81; and related Environmental Documents, thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.379(B), §155.384(C), and §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit; and
- Find that the applicant's ZV requests meet the criteria set forth in §155.379(C) and §155.675 of the Zoning Regulations, for the granting of a Zone Variance; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and

RECOMMENDATIONS (Cont.)

- Approve Conditional Use Permit Case No. 793; Zone Variance Case No. 70-1; and Zone Variance Case No. 81, subject to the conditions of approval as contained with Resolution No. 98-2018; and
- Adopt Resolution No. 98-2018, which incorporates the Planning Commission's findings and actions regarding this matter.

GENERAL INFORMATION

- A. Applicant: Outdoor Associates, LLC
7545 Irvine Center Drive #211
Irvine, CA 92618
- B. Property Owner: Bhulabhai Dullabh and Kamuben Bhulabha Patel
13530 Firestone Boulevard
Santa Fe Springs, CA 90670
- C. Location of Proposal: 13530 Firestone Boulevard
Santa Fe Springs, CA 90670
- D. Existing Zone: M-2-FOZ
(Heavy Manufacturing – Freeway Overlay Zone)
- E. General Plan: Industrial
- F. CEQA Status: Negative Declaration
- G. Hearing Date: December 10, 2018
- H. Staff Contact: Vince Velasco, Planning Consultant
vincevelasco@santafesprings.org

LOCATION / BACKGROUND

The subject property, located at 13530 Firestone Boulevard, is comprised of one (1) parcel (APN: 7005-014-071) measuring 19,860 sq. ft. (0.46 acres), and located on the south side of Firestone Boulevard. The property is zoned M-2-FOZ (Heavy Manufacturing – Freeway Overlay Zone) and is currently developed with an existing Dynasty Suites hotel. Properties to the east and west are currently undeveloped due to the I-5 freeway expansion project. A Budget Inn hotel is located to the south of the subject site and to the north is the I-5 freeway with various industrial uses on the opposite site.

Pursuant to Section 155.384(A) of the City's Zoning Regulations, billboards are allowed on properties within the FOZ provided that a valid Conditional Use Permit (CUP) has first been obtained, and subject to approval of a Development Agreement. The applicant, Outdoor Associates, LLC, is, therefore, requesting approval of the subject Conditional Use Permit (CUP 793) to allow the construction and operation of a new V-shaped digital billboard on the subject property. It should be noted that the applicant is concurrently requesting consideration and approval for an amendment to an existing Zone Variance (ZV 70) to modify the reduction of required parking stalls (from 3 stalls to 5 stalls) and a new Zone Variance to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

It should be noted that Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, Zone Variance Case No. 81, and related environmental documents were continued from the November 19, 2018 Planning Commission meeting to provide the applicant with additional time to review and comment on the Development Agreement associated with the proposed digital billboard.

PROJECT DESCRIPTION

The proposed project requires approval of the following entitlements:

Conditional Use Permit (CUP 793) – A request to allow the construction and operation of a new 60-foot tall v-shaped digital billboard with 14' x 48' display areas;

Zone Variance (ZV 70-1) – A request to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls);

Zone Variance (ZV 81) – A request to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

It should be noted that the proposed billboard project will also require City Council approval of a Development Agreement, following a recommendation by the Planning Commission.

CONDITIONAL USE PERMIT CASE NO. 793

The applicant is requesting approval to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas on property located at 13530 Firestone Boulevard.

Site Plan

The proposed billboard will be located towards the northern portion of the site and will be setback 25' from the property line along Firestone Boulevard, ±83' from the easterly property line, ±90' from the westerly property line, and will be setback a minimum of 25' from any building. Pursuant to Section 155.384(A) of the City's Zoning Regulations, the proposed billboard will be setback 200' from the centerline of the freeway, measured from the centerline of the freeway to the façade exterior. No

portion of the billboard extends over any property lines or hangs over any structure. As proposed, the billboard will be a minimum 1,000 feet from any other billboard on the same side of the freeway.

Elevations

The proposed billboard will be contemporary in design and will be 60' tall (including the column and display). As proposed, the billboard height exceeds the 50-foot requirement set forth in the City's Zoning Regulations, and therefore, the applicant is concurrently requesting consideration and approval of a Zone Variance. The billboard will be v-shaped, meaning it will have a display area on two sides of the billboard with a 30 degree angle between faces. Each display area will measure 14' x 48'. Unlike traditional billboards with steel columns and exposed structural features, staff believes the proposed design, is both original and attractive.

ZONE VARIANCE CASE NO. 70-1

As part of their request, the applicant is requesting approval of an amendment to an existing Zone Variance (ZV 70) to modify the reduction of required parking stalls (from 3 stalls to 5 stalls).

The existing hotel use requires a total of 26 parking stalls. On October 15, 2018, the Planning Commission approved Zone Variance Case No. 70 to allow several deviations to the property development standards, including the number of required parking stalls. As approved, the subject property must provide a total of 23 parking stalls. The applicant has decided to re-configure the parking layout to create better on-site circulation; however, it resulted in a loss of one (1) parking stall. In addition, the applicant is proposing to locate the subject billboard within a new landscape planter, which will eliminate an additional stall. As a result, the subject property will now provide a total of 21 parking stalls.

Although, the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

ZONE VARIANCE CASE NO. 81

As part of their request, the applicant is requesting approval of a Zone Variance (ZV) to allow a V-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet).

In late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass. Pursuant to Section 155.384(H)(2) of the City's

Zoning Regulations, the maximum height of a billboard is limited to 50 feet. Due to the restricted visibility of traffic going southbound on the I-5 freeway due to the new overpass and freeway onramp, the applicant is requesting approval of a Zone Variance to allow an additional 10 feet in height. Staff believes the increased height will allow a longer range of visibility going southbound along the I-5 freeway, without significantly impacting the surrounding area.

STREETS AND HIGHWAYS

The subject site is located on the south side of Firestone Boulevard. Firestone Boulevard is designated as a “Local” arterial, within the Circulation Element of the City’s General Plan.

ZONING AND LAND USE

The subject property is zoned M-2-FOZ (Heavy Manufacturing – Freeway Overlay Zone). The property has a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as described on the following page:

<i>Direction</i>	<i>Zoning District</i>	<i>General Plan</i>	<i>Land Use</i>
North	M-2-FOZ	Industrial	13525 Freeway Drive – Alloy Tool Supply Inc. (Steel Manufacturing)
South	M-2-FOZ	Industrial	13420 E. Firestone Boulevard – Budget Inn Santa Fe Springs (Motel)
East	M-2-FOZ	Industrial	13560 Firestone Boulevard - Vacant
West	M-2-FOZ	Industrial	13460 Firestone Boulevard - Vacant

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City’s Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 8, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City’s Town Center kiosk on November 8, 2018, and published in a newspaper of general circulation (Whittier Daily News) November 8, 2018, as required by the State Zoning and Development Laws and by the City’s Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ZONING REQUIREMENTS

The procedures set forth in Section 155.377(E)(11) of the City’s Zoning

Regulations, states that billboards may be allowed on properties within the Freeway Overlay Zone, provided that a valid Conditional Use Permit has first been obtained. In addition, the subject property does not meet the minimum parking requirements, therefore, the applicant is concurrently requesting consideration and approval of an amendment to an existing Zone Variance to deviate from Section 155.481(C)(7) of the City's Zoning Regulations. Lastly, the proposed billboard exceeds the maximum height requirement of 50', therefore, the applicant is concurrently requesting consideration and approval of a Zone Variance to deviate from Section 155.384(H)(2) of the City's Zoning Regulations.

Code Section:	Conditionally Permitted Uses
155.377(E)(11)	<u>Section 155.377(E)</u> (11) Billboards, including but not limited to electronic and digital billboards.

Code Section:	Required Parking
155.481(C)(7)	<u>Section 155.481(C)</u> (7) Hotels and motels. One parking space for each living or sleeping unit plus one parking space for each two employees on the largest shift.

Code Section:	Maximum Height
155.384(H)(2)	<u>Section 155.384(H)</u> (2) Maximum height. The maximum height of billboards shall be 50 feet, measured from the finished grade at the base of the sign.

ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse immitigable impacts on the environment, therefore, the City caused to be prepared and proposed to adopt a Negative Declaration (ND) for the proposed project. The ND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning.

Phases in the Environmental Review Process:

The implementation of the California Environmental Quality Act (CEQA) entails three separate phases:

1. The first phase consists of preliminary review of a project to determine whether it is subject to CEQA
2. If the project is subject to CEQA, the second phase involves the preparation of an Initial Study to determine whether the project may have a significant environment effect.
3. The third phase involves the preparation of an Environmental Impact Report (EIR) if the project may have a significant environmental effect of a Negative Declaration or Mitigated Declaration if no significant effects will occur.

Phase 1: The first phase is to determine if the proposed project is subject to CEQA. CEQA applies to an activity that (a) involves the exercise of an agency's discretionary powers, (b) has the potential to result in a direct or reasonable foreseeable indirect physical change in the environment, and (c) falls within the definition of a "project" as defined in CEQA Guidelines Section 15378. City Staff and Blodgett/Baylosis Environmental Planning reviewed the proposal and determined that the project is subject to CEQA

Phase 2: The second phase involves the preparation of an Initial Study. An Initial Study is a preliminary analysis to determine whether an EIR or a Negative Declaration or Mitigated Negative Declaration is needed. If the Initial Study concludes that the proposed project may have a significant effect on the environment that cannot be mitigated, an EIR should be prepared. If no potentially significant impacts are identified, then a Negative Declaration can be prepared. If potentially significant impacts are identified that can be mitigated, then a Mitigated Negative Declaration can be prepared with mitigated measures conditioned as part of the project's approval to reduce potentially significant impacts to levels of insignificance. To facilitate the Commission's determination whether "effects" are potentially significant, the Commission should focus on scientific and factual data. Unfortunately, CEQA does not provide a definitive definition of what constitutes a "significant effect" as a substantial or potentially substantial adverse change in the physical environment. City Staff and Blodgett/Baylosis Environmental Planning determined, through the preparation of the Initial Study, that there were no potentially significant environmental effect and, therefore, a Negative Declaration was prepared.

Phase 3: A Negative Declaration is a written statement, briefly explaining why a proposed project will not have a significant environmental effect and includes a copy of the Initial Study justifying this finding. City Staff and Blodgett/Baylosis Environmental Planning determined that, although, the proposed project could have a significant effect on the environment, revisions in the project have been made by

or agreed to by the project applicant. As a result, a Negative Declaration was prepared for the project.

Draft ND Review:

The Draft Initial Study/Negative Declaration reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, Blodgett/Baylosis Environmental Planning, as to the potential environmental impacts of the proposed project on the environment. The Draft Initial Study/Negative Declaration was circulated for the required 20-day public review and comments from August 30, 2018 to September 19, 2018. The Notice of Intent to adopt a Negative Declaration was posted with the Los Angeles County Clerk. A copy of the Initial Study/Negative Declaration was also mailed to responsible and trustee agencies, as well as, the surrounding cities for their review and comment.

When reviewing the Initial Study/Negative Declaration, the focus of the review should be on the project's potential environmental effects. If persons believe that the project may have a significant effect, they should, (a) Identify the specific effect; (b) Explain why they believe the effect would occur, and; (c) Explain why they believe the effect would be significant.

Individuals who believe there are significant effects as outlined above, should also explain the basis for their comments and submit data or reference offering facts, reasonable assumptions based on facts or expert opinion supported by facts in support of the comments. Pursuant to CEQA Guidelines, an effect shall not be considered significant in the absence of substantial evidence.

Responses to Initial Study/Negative Declaration:

On Monday, September 10, 2018, staff received an email from Beth Chow, Senior Planner for the City of Norwalk, stating that they reviewed the Initial Study/Negative Declaration for the proposed project and had no comments to offer.

On Wednesday, September 12, 2018, staff received an email from the Gabrieleno Band of Mission Indians stating that they reviewed the Initial Study/Negative Declaration and would like to be consulted if any ground disturbance will be conducted for this project. On Tuesday, September 25, 2018, the project's environmental consultant, EPD Solutions, responded to this inquiry and ensured the Gabrieleno Band of Mission Indians that the subject site was fully developed and previous ground disturbance was conducted by Caltrans.

On Tuesday, September 18, 2018, staff received a letter from the California Department of Transportation (Caltrans) stating that they reviewed the Initial Study/Negative Declaration and reminded the applicant that the proposed billboard would need to obtain an Outdoor Advertising Permit prior to placement of the display. The applicant has made note of the required permit and will ensure that this

requirement is met.

On Friday, September 21, 2018, staff received a letter from the County of Los Angeles Fire Department stating that they reviewed the Initial Study/Negative Declaration for the proposed project and had no comments to offer.

Draft Negative Declaration Delivered to Planning Commission

The draft Initial Study/Negative Declaration was previously delivered to the Planning Commission on September 19, 2018. Included in this delivery was the Executive Summary along with the complete documents on an attached CD.

AUTHORITY OF PLANNING COMMISSION

Conditional Use Permit

The Planning Commission may grant, conditionally grant or deny approval of a conditional use permit plan and/or modification request based on the evidence submitted and upon its own study and knowledge of the circumstances involved and subject to such conditions as the Commission deems are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All conditions of approval shall be: binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

Zone Variance

The Planning Commission may grant a variance subject to such conditions as the Commission finds are warranted by the circumstances involved. Said conditions may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development.

STAFF REMARKS

Based on the findings set forth in the attached Resolution (98-2018), Staff finds that the applicant's Conditional Use Permit request meets the criteria set forth in §155.379(B), §155.384(C), and §155.716 of the City's Zoning Regulations. Staff also finds that the applicant's Zone Variance requests meet the criteria set forth in §155.379(C) and §155.675 of the City's Zoning Regulations.

CONDITIONS OF APPROVAL

Conditions of approval for CUP 793, ZV 70-1, and ZV 81 is attached to Resolution 98-2018 as Exhibit A.



Wayne M. Morrell
Director of Planning

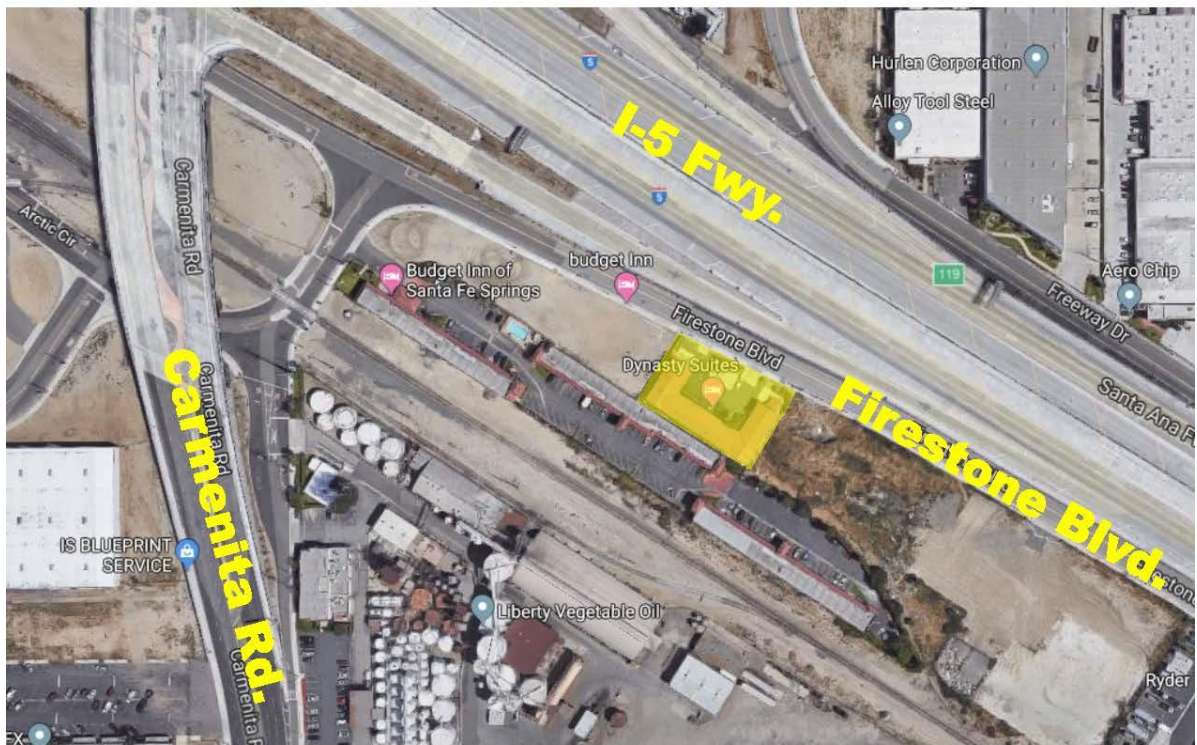
Attachments:

1. Aerial Photograph
2. Public Hearing Notice
3. Radius Map for Public Hearing Notice
4. Resolution 98-2018
 - a. Exhibit A – Conditions of Approval
5. Full Set of Proposed Plans

Aerial Photograph

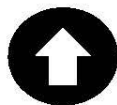


CITY OF SANTA FE SPRINGS



AERIAL PHOTOGRAPH

CONDITIONAL USE PERMIT CASE NO. 793,
ZONE VARIANCE CASE NO. 70-1, &
ZONE VARIANCE CASE NO. 81



NORTH

13530 Firestone Boulevard
(Outdoor Associates, LLC)

Public Hearing Notice



**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT CASE NO. 793, ZONE VARIANCE CASE NO. 70-1, &
ZONE VARIANCE CASE NO. 81**

NOTICE IS HEREBY GIVEN: that a Public Hearing will be held before the City of Santa Fe Springs Planning Commission for the following:

CONDITIONAL USE PERMIT CASE NO. 793: A request for approval to allow the construction and operation of a new 60-foot tall digital billboard with display area of 14' x 48' on property located at 13530 Firestone Boulevard.

ZONE VARIANCE CASE NO. 70-1: A request to amend the existing Zone Variance to modify the reduction of required parking stalls.

ZONE VARIANCE CASE NO. 81: A request for approval to allow a v-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.

ENVIRONMENTAL DOCUMENTS: A request for approval of the proposed Negative Declaration related to the proposed project, within the M-2-FOZ, Heavy Manufacturing – Freeway Overlay Zone.

APPLICANT / PROJECT LOCATION: Outdoor Associates, LLC/ 13530 Firestone Boulevard (APN: 7005-014-071)

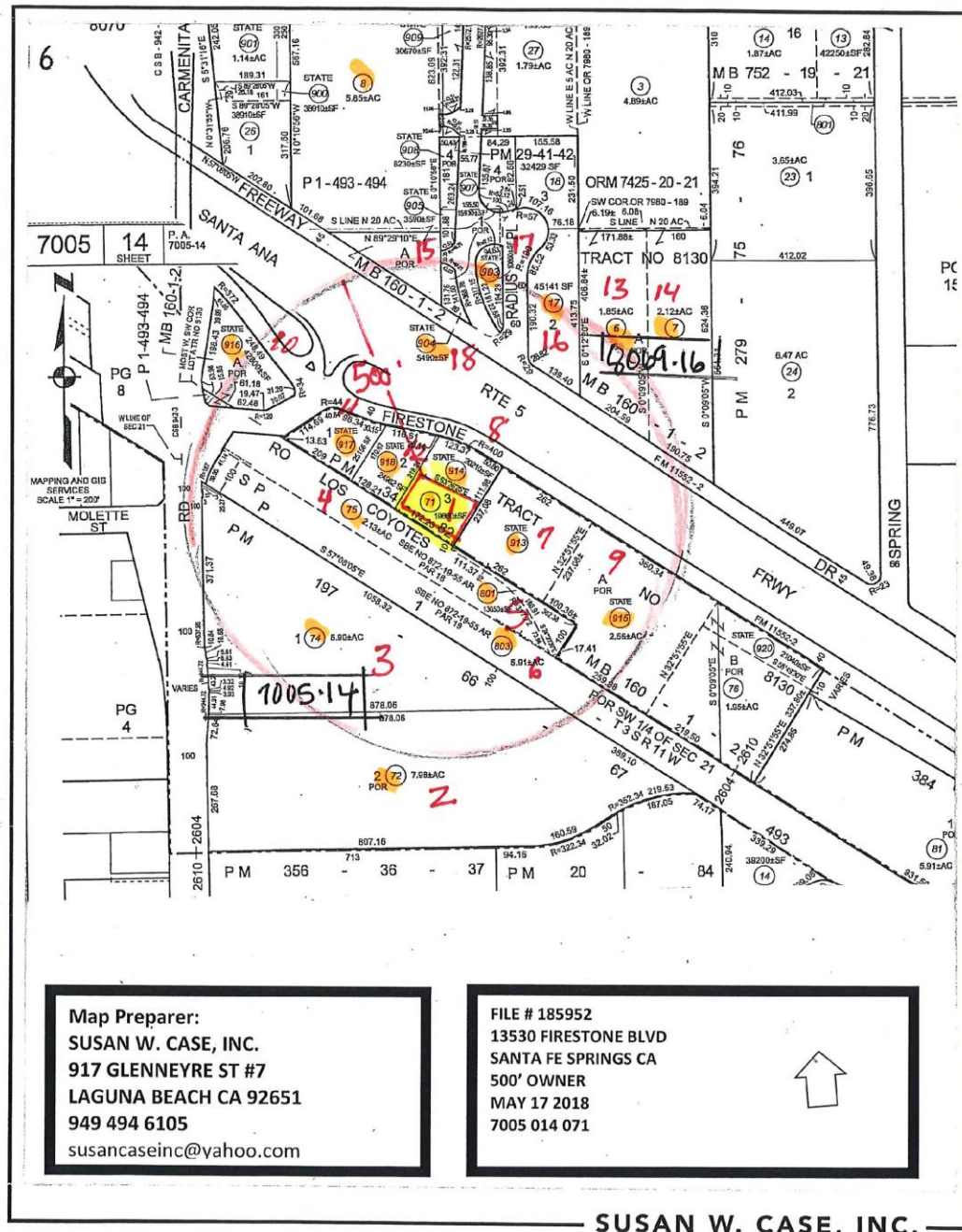
CEQA STATUS: Upon review of the proposed project, staff has determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The applicant has since retained EPD Solutions, Inc. to prepare the necessary CEQA documents. The draft CEQA documents have been finalized and thus, an NOI (Notice of Intent) to adopt the Negative Declaration was prepared and thereafter posted in the LA County Recorder's Office to initiate the mandatory 20-day public review period. The mandatory 20-day public review period began on August 30, 2018 and ended on September 19, 2018. Additionally, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

THE HEARING will be held before the Planning Commission of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on Monday, November 19, 2018 at 6:00 p.m.

ALL INTERESTED PERSONS are invited to attend the Public Hearing before Planning Commission and express their opinion on the subject items listed above. You should note that if

Jay Sarno, Mayor • Juanita Trujillo, Mayor Pro Tem
City Council
Richard J. Moore • William K. Rounds • Joe Angel Zamora
City Manager
Raymond R. Cruz

Radius Map for Public Hearing Notice

**OWNERSHIP MAP**

949.464.6105
 orders@susancaseinc.com
 917 Glenneyre St. #7
 Laguna Beach, CA 92651

CITY OF SANTA FE SPRINGS
RESOLUTION NO. 98-2018

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SANTA FE SPRINGS REGARDING
CONDITIONAL USE PERMIT CASE NO. 793;
ZONE VARIANCE CASE NO. 70-1; AND
ZONE VARIANCE CASE NO. 81**

WHEREAS, a request was filed for Conditional Use Permit Case No. 793 to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas; and

WHEREAS, a request was concurrently filed for Zone Variance Case No. 70-1 to amend the existing Zone Variance to modify the reduction of required parking stalls (from 3 stalls to 5 stalls); and

WHEREAS, a request was concurrently filed for Zone Variance Case No. 81 to allow a v-shaped digital billboard to exceed the maximum height requirement (from 50 feet to 60 feet); and

WHEREAS, the subject property is located on the south side of Firestone Boulevard, with Accessor's Parcel Number of 7005-014-071, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owners are Bhulabhai Dullabh and Kamuben Bhulabha Patel, 13530 Firestone Boulevard, Santa Fe Springs, CA 90670; and

WHEREAS, the proposed project which includes Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, and Zone Variance Case No. 81 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission found and determined that the proposed project will not have a significant adverse effect on the environmental, therefore, the City caused to be prepared and proposed to adopt an Initial Study/Negative Declaration (IS/ND) for the proposed project; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 8, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 8, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject

property, the testimony, written comments, or other materials presented at the Adjourned Planning Commission Meeting on November 19, 2018 concerning Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1, and Zone Variance Case No. 81.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

The proposed development is considered a project under the California Environmental Quality Act (CEQA) and as a result, the project is subject to the City's environmental review process. The environmental analysis provided in the Initial Study indicated that the proposed project will not result in any significant adverse impacts to the environment, therefore, the City required the preparation and adoption of a Negative Declaration (ND) for the proposed project. The ND reflects the independent judgment of the City of Santa Fe Springs, and the City's environmental consultant, Blodgett/Baylosis Environmental Planning.

The Initial Study determined that the proposed project is not expected to have any significant adverse environmental impacts. The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this Initial Study:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.
- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

SECTION II. CONDITIONAL USE PERMIT FINDINGS

Pursuant to section 155.377(E)(11) of the Zoning Regulations, a Conditional Use Permit shall be required for any billboard within the Freeway Overlay Zone. Additionally, the Commission should note that in accordance with Sections 155.379(B), 155.384(C), and 155.716 of the City's Zoning Regulations, before granting a Conditional Use Permit, the Commission shall give consideration to the following:

- A) *Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.*

First, the proposed digital billboard will not display any statement or words of an obscene, indecent, or immoral character. In addition, the proposed billboard will not display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes. Lastly, the proposed billboard will not display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals. Therefore, the Planning Commission finds that the proposed digital billboard will not be detrimental to persons or property in the immediate vicinity.

- B) *Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.*

The proposed digital billboard will be contemporary in design and will be 60' tall (including the column and display). Regarding the aesthetics, the columns will be wrapped in a decorative façade, the display area will be enhanced with architectural treatments, and screening materials will obscure visibility of the rear structural supports and in between the two display areas, which will be separated by a 30 degree angle. The column support of the digital billboard will be setback at least 25 feet from any property line and at least 25 feet from the existing hotel building. Notwithstanding, no portion of the billboard will project over the width of any street, highway, or other public right-of-way. Unlike traditional billboards with steel columns and exposed structural features, staff believes the proposed design, is both original and attractive.

In addition, pursuant to Section 155.379(B) of the City's Zoning Regulations, the Commission shall also take into consideration the following factors:

- C) *The location, siting, and arrangement of uses, buildings, structures and facilities shall be coordinated in such a manner as to provide for efficiency, convenience, safety, and a high standard of design in the proposed development as well as to provide for compatibility with adjoining properties and surrounding areas.*

The proposed billboard will be located towards the northern portion of the site and will be setback 25' from the property line along Firestone Boulevard, ±83' from the easterly property line, ±90' from the westerly property line, and will be setback a minimum of 25' from any building. The applicant has provided a high quality design through a variety of techniques, such as the columns being wrapped in a decorative façade, enhanced with architectural treatments around the display area, and screening materials to obscure visibility of the rear structural supports and in between the two display areas, which will be separated by a 30 degree angle. Notwithstanding,

the proposed digital billboard will be located within a landscaped area. The curb surrounding the landscape planter will create a buffer between the proposed digital billboard and on-site circulation.

- D) *The location size and quality of design of landscaping, architectural walls, signs and other design features shall be compatible with other uses, buildings, structures, and facilities within the proposed development as well as with adjoining properties and surrounding areas.*

As previously mentioned, the design of the new digital billboard provides high quality architectural design, as demonstrated by decorative wrapping, architectural treatment, and screening. The result is an attractive billboard Santa Fe Springs is not only accustomed to, but expects. In addition, the majority of landscaping located on the subject property is existing, with the exception of a new landscape planter where the proposed digital billboard will be placed. The curb surrounding the landscape planter will create a buffer between the proposed digital billboard and on-site circulation.

- E) *The proposed development shall be in conformance with the overall purposes and objectives of this chapter and is consistent with the goals, policies, and programs of the General Plan.*

As previously mentioned, the design of the new digital billboard provides high quality architectural design, as demonstrated by decorative wrapping, architectural treatment, and screening. The result is an attractive billboard Santa Fe Springs is not only accustomed to, but expects. In addition the proposed project will not have environmental effects that will adversely affect humans, either directly or indirectly. Lastly, the proposed digital billboard will not create any additional traffic for the subject property or the surrounding area. Therefore, the project is consistent with the goals, policies, and programs of the General Plan.

In addition, pursuant to Section 155.384(C) of the City's Zoning Regulations, the Commission shall also take into consideration the following factors:

- F) *The billboard project will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway.*

First, the proposed digital billboard will not display any statement or words of an obscene, indecent, or immoral character. In addition, the proposed billboard will not display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes. Lastly, the proposed

billboard will not display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals. Therefore, the Planning Commission finds that the proposed digital billboard will not contribute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

SECTION III. ZONE VARIANCE FINDINGS

The Commission should note that in accordance with Sections 155.675 and 155.379(C) of the City's Zoning Regulations, before granting a Zone Variance, the Commission shall give consideration to the following:

- A) *That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.*

Parking

The standard requirements related to a billboard use result in a specific area of a property in which the billboard can be located. The subject property is completely developed and, therefore, the applicant must replace one (1) required parking stall with a landscape planter to place the subject billboard. The properties to the east and west are currently undeveloped and as a result, would not have the same circumstances as the subject property. In addition, it is rare for two properties in the same vicinity and zone to have the same parcel size, yet alone, the same development configuration. Therefore, the location of a digital billboard would be evaluated differently for each property.

Billboard Height

In late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass and onramp location. The increased height will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

- B) *That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in question.*

Parking

As previously mentioned, it is rare for two properties in the same vicinity to have the same parcel size, yet alone, the same development configuration. Each property has equal right to place a digital billboard on their property, as long as, they can meet all of the standard requirements set forth in Section 155.384 of the City's Zoning

Regulations. In order for the subject property to enjoy this substantial property right, one (1) parking stall must be removed or otherwise, replaced with landscaping to locate the proposed digital billboard. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass and as a result, increased the overall height of the overpass and onramp location. The proposed height of 60' will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area. This is unique to the subject property as not every property along Interstate 5 freeway would be affected by the overpass height in this same capacity.

- C) *That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.*

Parking

The proposed digital billboard will be located entirely on the subject property. No portion of the billboard will extend or protrude onto any other neighboring properties or the public right-of-way. In addition, the proposed digital billboard will not create additional traffic to the subject property or to the surrounding area. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, the proposed digital billboard will be located entirely on the subject property. No portion of the billboard will extend or protrude onto any other the neighboring properties or the public right-of-way. The applicant is requesting a 10' increase to the overall height of the proposed digital billboard. The extended height will not impact visibility to any other business in the vicinity and more importantly, the extended height will reduce glare into the existing hotel rooms. Therefore, the proposed digital billboard will not be detrimental to the public welfare or injurious to the property or improvements of other in the vicinity.

- D) That the granting of such variance will not adversely affect the master plan of the city.

Parking and Building Height

The Master Plan of the City is the General Plan. The use and structures related to the existing hotel will not be effected by the proposed digital billboard. Moreover, the zoning (M-2-FOZ) and General Plan designation of industrial, will not change as a result of the proposed billboard. As a result, the subject variance will not adversely affect the master plan of the city.

- E) Special circumstances are creating extraordinary impacts on an existing building, structure, or property thus preventing the site from complying with development standards outlined in the underlying zone district.

Parking

The special circumstance in association to Zone Variance Case No. 70-1 is the expansion of Interstate 5 Freeway, which includes modification to the Carmenita/I-5 bridge and local city streets (Carmenita Road, Firestone Boulevard, Freeway Drive, Excelsior Drive, and Molette Street). As a result of the freeway expansion, the subject property lost 20,139 sq. ft. of land and therefore, restricted the ability to provide the number of required parking stalls. The subject property is completely developed and as a result, the applicant must replace one (1) required parking stall with a landscape planter to place the proposed digital billboard. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass and as a result, increased the overall height of the overpass and onramp location. The proposed height of 60' will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

- F) There are particular physical circumstances including, but not limited to, loss of access, reduction of lot size, or a reduction of required setbacks that, under existing regulations, results in a hardship versus a mere inconvenience. As such, the subject property cannot be used or function appropriately under the strict application of the underlying development standards.

Parking

As previously mentioned, in late 2011, Caltrans acquired a portion of the subject property for the I-5 freeway expansion project. As a result, the on-site parking and

circulation had to be re-configured around the remaining structures. The applicant is proposing to re-configure the parking layout to create better on-site circulation and placement of their proposed billboard; however, the new layout results in a loss of one (1) parking stall. In addition, the applicant is proposing to replace one (1) parking stall with landscaping in order to locate the subject billboard. As a result, the subject property will now provide a total of 21 parking stalls. Although the project does not meet the required number of parking stalls, it should be noted that the hotel averages an occupancy rate of 82 percent. With only 25 rooms, the hotel should only need 19 parking stalls, which is less than the 21 proposed stalls. Nevertheless, staff included a condition to require the property owner to work with the planning staff to mitigate any future parking issues, should the need arise.

Billboard Height

As previously mentioned, in late 2011, Caltrans began construction to widen and reconfigure the Carmenita Road overpass. The project was completed in late 2016, and as a result, increased the overall height of the overpass and onramp location. The increased height will allow the billboard to have a longer range of visibility for vehicles traveling southbound on the I-5 freeway, without significantly impacting the surrounding area.

- G) *That the circumstances/difficulties are not created by any person presently having an interest in the property, but instead were imposed upon them as a result of the actions of an outside party.*

Parking and Billboard Height

Prior the Caltrans initiated freeway expansion, the subject property had a landscape planter that extended from the right-of-way to the center of the property. This area would have been sufficient for the proposed digital billboard without impacting any of the required parking stalls. In addition, if the Carmenita Road overpass height wasn't increased by Caltrans, the applicant wouldn't have needed to extend the overall height of the proposed billboard for visibility of vehicles traveling southbound on Interstate 5 freeway.

- H) *That the circumstances will create a hardship for the existing use such as structural impacts that severely impede the functionality of business operations to the point where they are non-operational.*

Parking

Requiring the applicant to provide the number of required parking stalls would result in a loss of building square footage, which essentially means a loss of one (1) or more hotel rooms. This physical hardship would then create a financial hardship and could potentially force this existing business out of the City.

Billboard Height

Visibility is the key component to a successful digital billboard. Without the proper amount of visibility to the westerly display area, the applicant will struggle to obtain advertising renters for this side of the billboard. As a result of not acquiring the necessary advertising revenue, the proposed digital billboard may become non-operational.

SECTION IV. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 98-2018 to approve Conditional Use Permit Case No. 793 to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas; Zone Variance Case No. 70-1 to amend the existing Zone Variance to modify the reduction of required parking stalls; Zone Variance Case No. 81 to allow a V-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet; and also to approve and adopt the proposed Initial Study/Negative Declaration (IS/ND) for the subject property located on the south side of Firestone Boulevard (APN: 7005-014-071), subject to conditions attached hereto as Exhibit A.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Wayne M. Morrell, Acting Planning Secretary

EXHIBIT A – CONDITIONS OF APPROVAL

**Conditional Use Permit Case No. 793, Zone Variance Case No. 70-1,
& Zone Variance Case No. 81**

APN: 7005-014-071

CONDITIONS OF APPROVAL

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Robert Garcia 562.868-1511 x7545)

1. A grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.
2. The applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the current MS4 Permit.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Vince Velasco 562.868-0511 x7353)

3. This approval allows the applicant, Outdoor Associates, LLC, to establish, operate and maintain a new 60' v-shaped digital billboard on property located at 13530 Firestone Boulevard (APN: 7005-014-071).
4. The applicant understands and agrees that the privileges granted under Zone Variance Case No. 70-1 are for the sole use by Outdoor Associates, LLC. Should Outdoor Associates, LLC remove the proposed 60' v-shaped digital billboard, they shall replace the one (1) parking stall that was removed.
5. The applicant understands and agrees that a minimum of 21 standard parking stalls, as shown on the site plan submitted and on file with this case, shall be made continuously available on the subject site at all times.
6. In the event the need arises for the additional required off-street parking spaces as determined by the Director of Planning, the applicant shall work with the planning staff to come up with a solution to immediately mitigate the parking issues.
7. The subject billboard shall be in conformance with Ordinance No. 1036 & Ordinance No. 1092, relating to the standards for the installation of billboards on certain properties within the City of Santa Fe Springs.

8. All necessary permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans) prior to installation of the subject billboard.
9. Conditional Use Permits No. 793 shall not become effective, unless the City and Outdoor Associates, LLC enter into a Development Agreement regarding the installation and operation of the subject billboard.
10. Approval of the subject Conditional Use Permit (CUP 793) is still contingent upon approval of an amendment to an existing Zone Variance (ZV 70-1) for the reduction of two (2) required parking stalls and a Zone Variance (ZV 81) to allow a v-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.
11. The proposed digital billboard shall not have any walkways or platforms on either face side of the billboard or any type of appendages or attachments. Walkways and platforms are allowed between the sign faces. The only exception shall be for a camera to monitor the face of the billboard.
12. All exposed backs, sides, and under area shall be suitably screened by a material acceptable to the Director of Planning or designee.
13. The applicant, Outdoor Associates, LLC agrees to hire a qualified land surveyor or civil engineer to prepare an accurately scaled map showing the subject digital billboard will meet the required minimum 1,000 feet distance from the closest billboard on property located at 13700 Firestone Boulevard. Said map shall be provided concurrently or prior to submittal for plan check.
14. Prior to issuance of a building permit for the subject billboard, the Applicant, Outdoor Associates, LLC shall provide the Planning Department with the following:
 1. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 2. A redacted lease demonstrating a right to install the billboard on the subject property.
 3. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on an accurately scaled map.
15. The message transition for the subject digital billboard shall be instantaneous or 1-2 seconds, if fading.

16. Lighting levels on the subject digital billboard shall not exceed 0.3 foot candles above ambient light from a distance of 250 feet, as measured according to standards of the Outdoor Advertising Association of America (OAAA).
17. Brightness of the subject digital billboard shall not exceed 800 nits (candela per square meter) from sunset to sunrise. At all other times, brightness shall not exceed 7500 nits.
18. Within one week after the sign is activated, a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Condition 16 above regarding the standard of 0.3 foot candles above ambient light from a distance of 250 feet. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant, Outdoor Associates, LLC.
19. All landscaped areas installed in conjunction with the proposed digital billboard shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings. *Said landscaping shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*
20. The applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054, if applicable.
21. The applicant, Outdoor Associates, LLC shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. *Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.*
22. Final plot plan and elevations of the proposed 60' v-shaped digital billboard and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning.
23. The applicant understands if changes to the original plans (submitted and on file with the subject case) are required during construction, revised plans must be provided to the Planning Department for review and approval prior to the implementation of such changes. *It should be noted that certain changes may also require approvals from other departments.*
24. The proposed 60' v-shaped digital billboard shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.

25. The applicant, Outdoor Associates, LLC shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact the Finance Department, at (562) 868-0511, extension 7520 for additional information and application or one can be downloaded at www.santafesprings.org.
26. The project shall comply with all other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes.
27. Conditional Use Permit Case No. 793 shall be subject to a compliance review in one (1) year, on or before November 19, 2019 to ensure the subject digital billboard use has been continuously maintained in strict compliance with the conditions of approval as stated within the staff report.
28. The applicant, Outdoor Associates, LLC, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject project, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
29. It is hereby declared to be the intent that if any provision of this Permit is violated, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse. Prior to voiding the permit, the City shall contact Outdoor Associates, LLC with certified mail return receipt requested and list the specific facts indicating a violation and its applicable code provisions and allow Outdoor Associates, LLC to remedy the violation within seven (7) working days from receipt of the notice or a reasonable amount of time if a remedy cannot be reasonably done in seven (7) days.
30. If any term or provision of the subject CUP shall be determined invalid, void, or unenforceable, the remaining conditions shall not be affected and such remaining conditions are not rendered impractical to enforce or to otherwise deprive Outdoor Associates, LLC or the city of the benefits provided by CUP 793.

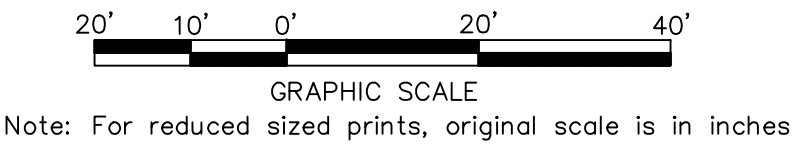
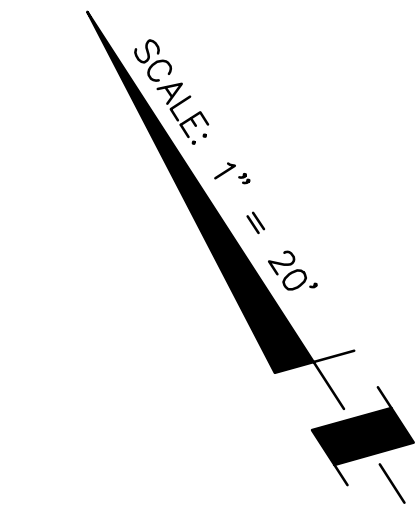
- NOTES:
1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.
 2. THE SITE BOUNDARY WAS PREPARED USING RECORD INFORMATION ONLY. NO FIELD WORK OR TITLE REPORT HAS BEEN PERFORMED TO VERIFY THE LOCATIONS OF THE BOUNDARY CORNERS, EASEMENTS OR ANY OTHER FEATURES SHOWN HEREON. THE BOUNDARY, EASEMENT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

PROJECT ADDRESS:
13530 FIRESTONE BLVD.
SANTA FE SPRINGS, CA 90670

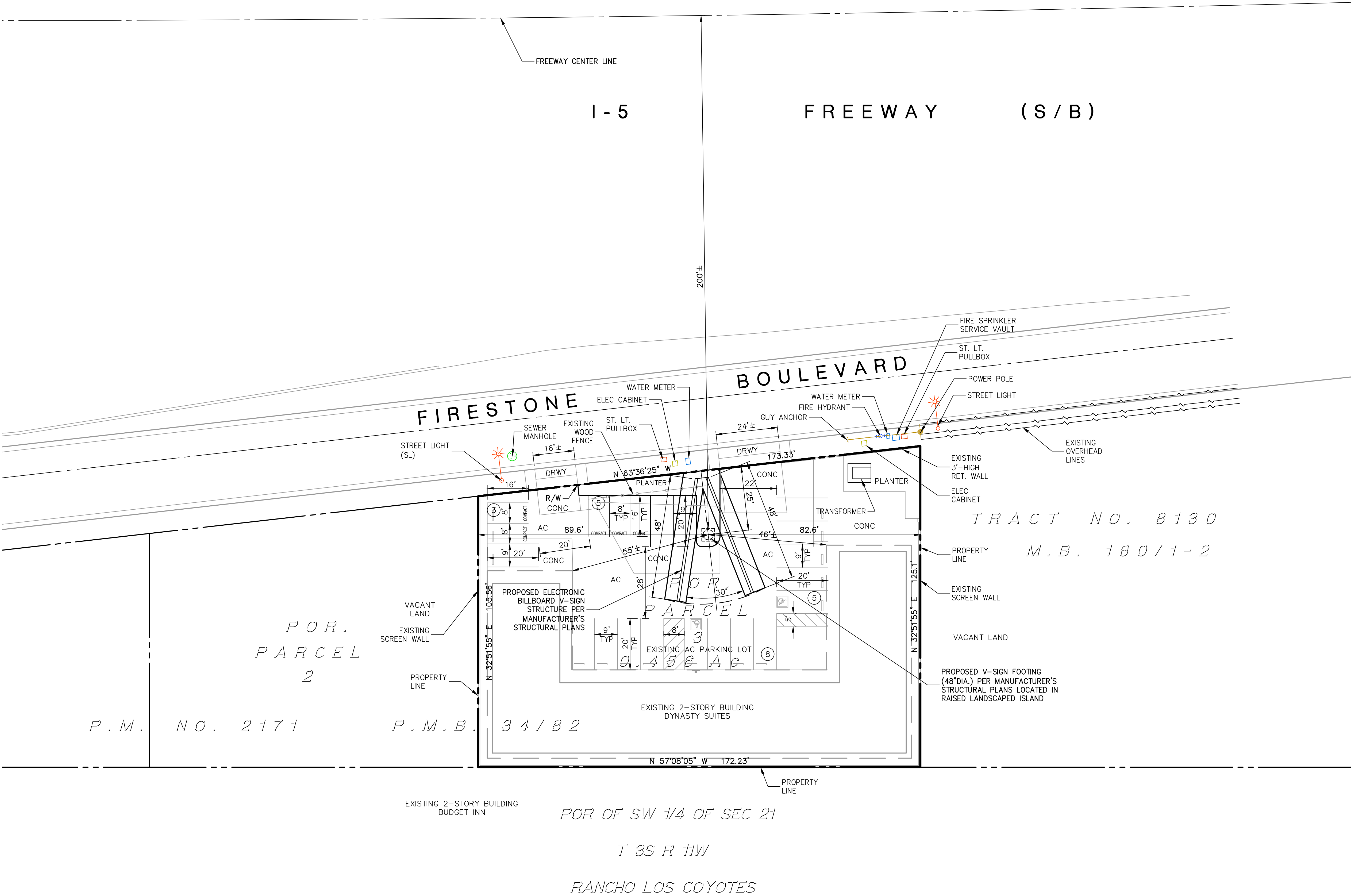
LEGAL DESCRIPTION:
POR. OF LOT 3, P.M. 34-80, FOR DESCRIPTION SEE ASSESSOR'S MAPS

ASSESSOR'S PARCEL NO.:
7005-14-071

SITE AREA:
0.46 Ac



13530 FIRESTONE BLVD. SANTA FE SPRINGS, CA 90670 APN 7005-014-071 SITE PLAN - ALTERNATIVE 2B FOR PROPOSED ELECTRONIC BILLBOARD V-SIGN 14'x48' LED BOARD AT BOTH FACES		
PLANS PREPARED BY: ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC. 2030 Main Street, Suite 1200 Irvine, CA 92614 (949) 794-1180	DATE: 08/21/18	SHEET 1 OF 1
	SCALE: 1"=20'	
	JOB NO.	



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

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

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

14" wide White aluminum accent fins up one side.

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

60'

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

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



Night Simulation



OUTDOOR ASSOCIATES

ADDRESS

DATE

DRAWING NUMBER

10-24-18

10-24-18





PUBLIC HEARING

Adoption of Negative Declaration

Resolution No. 107-2018

Recommending that the City Council adopt Ordinance No. 1097, approving a Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1097 and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Approve and adopt the proposed Negative Declaration which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and
- Recommend that the City Council adopt Ordinance No. 1097, approving a Development Agreement, in substantially the form attached, and said recommendation shall be embodied in Resolution No. 107-2018

LOCATION / BACKGROUND

At a duly noticed hearing, before the City Council, on November 8, 2012, Ordinance No. 1036 was introduced. The second reading of Ordinance No. 1036 occurred on November 20, 2012. It became effective thirty (30) days after its second reading.

Ordinance No. 1036 improved and updated the City's existing billboard regulations, which were severely outdated and failed to anticipate and regulate 21st-century trends, such as: electronic billboards, super graphics (building wraps), and mobile billboards.

In May of 2018, Ordinance No. 1092 was introduced and adopted by the City Council to amend the amend Sections 155.383, 155.384, and 155.398 of the City's Zoning Regulations. Ordinance No. 1092 further improved and updated the City's existing billboard regulations by including requirements such as, but not limited to: distance from a billboard to the centerline of the freeway, prohibiting a billboard from locating in a "Landscape Freeway", maximum advertising copy area, and screening.

It should be noted that Resolution No. 107-2018 was continued from the November 19, 2018 Planning Commission meeting to provide the applicant with additional time to review and comment on the Development Agreement associated with the proposed digital billboard.

REQUEST

Pursuant to section 155.384(A), of Ordinance No. 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved.

Conditional Use Permit

The applicant, Outdoor Associates, LLC, is requesting approval of a Conditional Use Permit (CUP 793) from the Planning Commission to allow the construction and operation of a new 60-foot tall V-shaped digital billboard with 14' x 48' display areas on the property located at 13530 Firestone Boulevard (APN: 7005-014-071). It should be noted that the applicant is concurrently requesting consideration and approval for an amendment to an existing Zone Variance (ZV 70-1) to modify the reduction of required parking stalls and a Zone Variance (ZV 81) to allow a V-shaped digital billboard to exceed the maximum height requirement from 50 feet to 60 feet.

Development Agreement

The applicant has been working with staff to finalize the terms of the Development Agreement required by Ordinance No. 1097. The applicant is requesting approval of the subject Development Agreement (DA 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC.

A City's exercise of its power to enter into a development agreement is a legislative act; therefore, development agreements must be approved by ordinance. Under California Government Code Sections 65864 et seq. ("Development Agreement Law") cities can 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.

Resolution No. 107-2018 is a recommendation, by the Planning Commission to the City Council, to adopt an ordinance (Ordinance No. 1097), approving a Development Agreement (DA No. 01-2018) by and between the City of Santa Fe Springs and Outdoor Associates, LLC. Ordinance No. 1097, if approved by the City Council, would effectuate the Development Agreement. Said Development Agreement would set forth the rules and regulations under which the proposed billboard would be allowed.

The main points of the Development Agreement (see attachment) are as follows:

1. The Developer pays an annual development fee to the City to mitigate potential impacts of the Development on the City and surrounding community.
2. The Developer is prohibited from utilizing any of the displays on the new digital billboard or the new static billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 8, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on November 8, 2018, and published in a newspaper of general circulation (Whittier Daily News) November 8, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ENVIRONMENTAL DOCUMENTS

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA), per 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment. The exercise of the Agreement, i.e., the installation of the billboards, will be subject to CEQA through the related entitlements (CUP 793). Additional environmental analysis is, therefore, not necessary to meet the requirements of CEQA. If the Planning Commission agrees, staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days from the date the Planning Commission approves the proposed

project.

AUTHORITY OF PLANNING COMMISSION

The Planning Commission has the authority, subject to the procedures set forth in the Government Code, to make a written recommendation on the adoption of a Development Agreement to the City Council. A recommendation for approval shall be made by the affirmative vote of not less than a majority of the total membership of the commission.



Wayne M. Morrell
Director of Planning

Attachments:

1. Resolution No. 107-2018
2. Draft Copy of Ordinance No. 1097
3. Draft Copy of Development Agreement No. 01-2018

Attachment 1

CITY OF SANTA FE SPRINGS RESOLUTION NO. 107-2018

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND OUTDOOR ASSOCIATES, LLC.

WHEREAS, a request was filed for Development Agreement 01-2018 (Resolution 107-2018) to recommend that the City Council adopt Ordinance No. 1097, approving a Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC; and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission has found and determined that the proposed project meets the criteria for a Categorical Exemption, pursuant to the California Environmental Quality Act (CEQA), Section 15061(b)(3); and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 8, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 8, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

Pursuant to Section 15061(b)(3), of the California Environmental Quality Act (CEQA), the Planning Commission hereby finds and determines that the project is categorically exempt, in that it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment. It, therefore, has been determined that additional environmental analysis is not necessary to meet the requirements of CEQA.

SECTION II. Following a public hearing noticed and conducted in compliance with all applicable law, and pursuant to all laws applicable to the responsibilities of the Planning Commission with respect to the subject matter hereof, the Planning Commission recommends that the City Council adopt the Ordinance attached hereto as Exhibit "A".

SECTION III. Based on the oral and written evidence presented at such hearing, the Planning Commission hereby finds and determines that the adoption of such Ordinance is in the public convenience, interest and necessity.

SECTION IV. The adoption of such Ordinance would be in compliance with the City's General Plan.

SECTION V. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The Planning Commission hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION VI. The Commission Secretary shall certify to the adoption of this Resolution.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Wayne M. Morrell, Acting Planning Secretary

Attachment 2

EXHIBIT A

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND OUTDOOR ASSOCIATES, LLC

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
ORDAIN AS FOLLOWS:

Section I. The City Council hereby approves and adopts that certain Development Agreement, in substantially the form attached, by and between the City of Santa Fe Springs and Outdoor Associates, LLC, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

Section II. The City Council hereby finds and determines that the subject Development Agreement, in substantially the form attached, is consistent with the City's General Plan.

Section III. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section IV. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF JANUARY, 2019.

AYES:
NOES:
ABSENT:

ATTEST:

MAYOR

CITY CLERK

Attachment 3

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

DEVELOPMENT AGREEMENT NO. 01-2018

This Development Agreement (hereinafter “Agreement”) is entered into this ____ day of _____, 2018 (hereinafter the “Effective Date”), by and between the City of Santa Fe Springs (hereinafter “City”), and Outdoor Associates LLC, a Delaware limited liability company (hereinafter “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 or license interest in that certain portion of real property, located adjacent to and on the southerly side of the southbound lanes of the 5 Freeway, at 13530 Firestone Boulevard, in the City of Santa Fe Springs (APN: 7005-014-071), as more specifically described in Exhibit “A” and depicted at Exhibit “C-1”, attached hereto and incorporated herein (the “Site”), upon which it seeks to install a new lawfully permitted 60-foot tall, V-Shaped digital billboard with a total of two (2) digital display Areas (each display measuring 14' x 48' within the billboard frame) that are oriented toward the 5 Freeway, as depicted in Exhibit “C” (the “New Digital Billboard”).

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

D. In exchange for the City approvals sought by Developer for the New Digital Billboard as provided on the Site herein, Developer is agreeable to paying to the City an initial annual Development Fee of One Hundred Thousand and No/100 Dollars (\$100,000.00), on the first Anniversary Date and on subsequent Anniversary dates the Development Fee shall be increased in an amount equal to the development fee payable during the preceding year increased by three percent (3%), or Alternative Development Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.6.1 below, for the cost to the City to mitigate the impact of the installation of the New Digital Billboard.

E. The Site is located within the City’s M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone, designated by the General Plan as Industrial. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

F. On _____, 2018, the Planning Commission of the City, at a duly noticed hearing, granted “Conditional Use Permit” for the construction and operation of a New Digital Billboards on the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (“CEQA”), on the basis that an Initial Study/Negative Declaration which was also approved at the _____, 2018 City Planning Commission meeting, concluded that although the proposed project could have an effect on the environment, the effects

are not considered to be significant. Such CEQA determination considered the impacts of the digital billboard which is the subject of this Agreement.

G. On _____, 2018, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 107-2018, recommending approval of this Agreement (in substantially the form) to the City Council.

H. On _____, 2018, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. _____, which Ordinance approves this Agreement.

I. 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, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays, and restore the Site to its pre-billboard condition, except the columns can be cut off one (1) foot below grade, if a new development agreement is not negotiated with the City.

J. On _____, 2018, the City Council held the second reading and adopted Ordinance No. 1097, thereby approving this Agreement.

K. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No. 1097 of the City Council have been duly and regularly taken.

L. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth Scope of the Development and the Schedule of Performance (Exhibit "D").

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 are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

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

1.1.2 "Anniversary Date" is the annual reoccurrence of the Commencement Date.

1.1.3 “City” means the City of Santa Fe Springs, a California municipal corporation.

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

1.1.5 “Commencement Date” is the date that the building inspector releases the electric meter to Southern California Edison.

1.1.6 “Developer” means Outdoor Associates LLC, a Delaware limited liability company duly existing and operating, and its successors and assigns, doing business at 22431 Antonio Parkway, Suite b160-681, Rancho Santa Margarita, CA 92688.

1.1.7 “Development” means the installation of a New Digital Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situation on Owner’s property) to the New Digital Billboard.

1.1.8 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on _____, 2018, pursuant to Resolution No. 107-2018, and approval of the City Council by Ordinance No. 1097 on _____, 2018, as further described at Section 4.3 herein.

1.1.9 “Effective Date” means the date inserted into the preamble of this Agreement, which is thirty (30) days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.

1.1.10 “Final Permits” shall mean all necessary/required permits and inspections by all governmental and utility agencies, to construct, operate and maintain the New Digital Billboard, and are signed and dated by the Building Official, where applicable.

1.1.11 “Gross Revenue” is based solely on the revenue generated from the digital display (basic advertising area of the billboard), as recorded on the City of Santa Fe Springs building permits, and does not include neon channel letters. Developer shall not conceal advertising revenues derived from the digital display within the normal price range the Developer charges for any appurtenances that are installed on the Billboard. Gross revenue specifically excludes advertising agency fees paid to the advertiser’s advertising agency and or brokerage fees paid to the sales broker other than Developer.

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

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

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

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

1.1.16 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “D” and incorporated herein.

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

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

1.1.19 “Subsequent Development Approvals” means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.20 “Term” shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

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

2. GENERAL PROVISIONS.

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

2.2. Interest in Site. The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which

interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit "B" herein, relative to the maintenance of landscaping thereon that particular Site, except as provided under Section 5.1. Additionally, if Developer's leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement for that particular Site, except as provided under Section 6.1.

2.3. Term of Agreement. Unless earlier terminated as provided in this Agreement, the "Term" of this Agreement shall continue in full force and effect for: Thirty (30) years from the Commencement Date and will terminate on (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Developer shall completely remove the New Digital Billboard within the times and as provided under Section 6.1 herein. Within thirty (30) days after the 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 8.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down and the lease area restored to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

2.4. Processing Fee. Thirty days after the Commencement Date the Developer shall pay the City an initial processing fee ("Initial Processing Fee") in the amount of One hundred Thousand dollars (\$100,000.00). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5. Alternative Development Fee. The Alternative Development Fee shall be an amount equal to nine (9%) percent of the gross advertising revenue as gross revenue is defined in Section 1.1.11 above.

2.6. Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual Development Fee to the City ("Development Fee"). The initial Development Fee for the Site shall be One Hundred Thousand and No/100 Dollars (\$100,000.00), and shall be increased in an amount equal to the Development Fee payable during the preceding year increased by three percent (3%) on subsequent Anniversary Dates. By way of example: Initial Development Fee \$100,000.00; 2nd year \$103,000.00 (Initial Development fee of \$100,000.00 plus 3% or \$3,000.00); 3rd year \$106,090.00 (Preceding year Development Fee of \$103,000.00 plus % \$3,090.00); 4th year \$109,272.70 (Preceding year Development Fee of 106,090.00 plus 3% or \$3,182.70).

2.6.1. Alternative Development Fee: For any calendar year of the Term the Alternative Development Fee, as defined in Section 2.5 above, is an amount equal to nine percent (9%) of the gross advertising revenue made from the digital displays on the Site during the preceding calendar year of the Term. By way of example only, should the gross advertising revenue during 3rd year of the Term total \$1,200,000.00 for the New Digital Billboard, then for that year Developer shall pay

to the City for the New Digital Billboard the Alternative Fee of \$108,000.00 assuming no applicable deductions from Section 1.1.11 above (i.e., 9% of \$1,200,000.00 is \$108,000.00. in lieu of the 3rd year Development Fee of \$106,090.00). The Alternative Development Fee of \$108,000.00 will then become the Development Fee for the calculation for the 4th year Development Fee.

2.6.2. Revenue Report & Payment of Alternative Development Fee or Development Fee: Within ninety (90) days following the Anniversary Date Developer shall furnish to the City an itemized statement in writing (“Revenue Report”), certified by Developer to be correct, showing the total gross advertising revenues made from each sign face of the New Digital Billboard during the preceding calendar year of the Term attributable to each sign display of the New Digital Billboard. If during any particular year of the Term the Alternative Development Fee calculation is higher than the Development Fee calculation with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Alternative Development Fee. If the Alternative Development Fee calculation is less than the Development Fee with the 3% increase at the time of calculating the Revenue Report, the Developer shall include along with the Revenue Report a payment corresponding to the Development Fee calculation.

2.6.3. Additional Revenue. While Developer is not precluded from generating additional revenue from wireless deployment on the billboard, other than wireless communication devices for the use of operating a billboard, Developer shall not enter any agreement with any party for additional revenue, including revenue derived from wireless deployment on the billboard, without first reaching an agreement with City regarding the additional revenue.

2.6.4. Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer’s New Digital Billboard revenue and to view those portions of any advertising space contracts or invoices that only related to this Agreement, at Developer’s Corporate office, on any normal workday between 9:00 a.m. and 4:00 p.m. once a year. City also has the option of having the contracts and invoices reviewed at City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670, for the audit. Prior to the audit, the City shall sign a confidentiality agreement regarding the advertising space contracts and invoices. If the statement of total gross advertising revenue previously provided to the City shall be found to be inaccurate for prior calendar years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

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

3.1.1. City's Use of the Billboard. Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

3.1.2 Discount Advertising. Developer shall offer a twenty percent (20%) discount off its applicable rates for display of advertising on the Billboard to any business that is a member of the Santa Fe Springs Chamber of Commerce, and has a headquarters and/or office in the City.

3.2. Prohibited Use. Developer shall not utilize any of the displays on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be 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 by any duly and valid City ordinance.

4. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

4.1. Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 4.2 below.

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

4.3. Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and building permit(s) from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the project, thus complying with,

and satisfying the requirements of, the California Environmental Quality Act (“CEQA”). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City’s Municipal Code that were in affect at the time the Development Agreement and Conditional Use Permit were approved by the City’s Commission, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in affect at the time the Development Agreement and Conditional Use Permit were approved by the City’s Commission, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

4.4. Timing of Development; Scope of Development. Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as **Exhibit “D”**. “Commencement” of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Digital Billboard on the Site, which shall occur as soon as possible following Developer’s receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 4.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard. Developer shall also maintain the New Digital Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as **Exhibit “B”** herein.

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

4.6. Reservation of Authority.

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

- (a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.
- (b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- (c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.
- (d) Regulations that are not in conflict with the Development Approvals or this Agreement.
- (e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.
- (f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

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

4.6.3. *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, state, county or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes

Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.7. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 5.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

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

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

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

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

4.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Development Approvals. However, this Development Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not on the New Digital Billboard or Developer directly, except as follows:

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

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

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

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

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

5. REVIEW FOR COMPLIANCE.

5.1. Annual Review. The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the Anniversary Date, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", Section 7 herein, (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, but any disclosure shall be via a redacted Lease per Section 2.2, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

5.2. Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

5.3. City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 5.2 above. 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. Notwithstanding the foregoing or any other provision in

this Agreement (including without limitation Section 5.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard during any inspection.

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

5.5. Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 5.5, the

Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

6. DEFAULT AND REMEDIES.

6.1. Termination of Agreement.

6.1.1. *Termination of Agreement for Material Default of Developer.* The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 5.4. In the event of a termination by the City under this Section 6.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.2. *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 5.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, (1) it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development or (3) the Lease is terminated, or (4) it is unable to profitably operate the Development. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard that is so terminated that equates to the percentage of time elapsed in the year of the Term at the time of termination.

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 obligations to have been performed prior to said termination of this Agreement, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination of this Agreement, (iii) Developer's obligation to remove the terminated New Digital Billboard pursuant to Section 2.3, or (iv) any continuing obligations to indemnify other parties.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1. Insurance.

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 Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 7.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

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

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

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

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

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

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 5.4, may view such failure or refusal to be a default hereunder.

7.2. Indemnification.

7.2.1. *General.* To the extent of its liability coverage required under Section 7.1.1(a) above, Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, 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 reasonable legal costs and attorneys’ fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

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

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

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

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

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

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

7.2.4. *Loss and Damage.* Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the 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 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 Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes

such injury or damage when accessing the Site, or (ii) to the extent covered in any permits to enter executed by the City, or (iii) under the circumstances set forth in Section 7.2.2 above.

7.2.5. *Period of Indemnification.* The obligations for indemnity under this Section 6.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

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

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

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

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

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

8.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this

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

9. MISCELLANEOUS PROVISIONS.

9.1. Recordation of Agreement. This Agreement shall be recorded in "short form" version with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

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

9.3. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the 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 preparation hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.19. Assignment. Developer shall have the right to transfer or assign its rights and obligations under this Agreement (collectively, an “Assignment”) to any person or entity (an “Assignee”) in connection with a transfer or assignment of all of Developer’s interest in the Lease without the prior approval of the City; provided that, (a) Developer shall notify City in writing of such proposed Assignment at least thirty (30) days prior to the effective date of any proposed Assignment, and (b) Developer and Assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which Assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed at the time of the Assignment.

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

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

If to the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attn: City Manager

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

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

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

9.23. No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

OUTDOOR ASSOCIATES LLC
a Delaware limited liability company

By: _____
Glenn Emanuel, Manager

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

STATE OF CALIFORNIA

COUNTY OF _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

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

STATE OF CALIFORNIA

COUNTY OF _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

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

The Southeasterly 172.23 feet, measured along the Southwesterly line of that portion of Lot "A" of Tract No. 8130, in the City of Santa Fe Springs, in the County of Los Angeles, State of California, as per map recorded in Book 160 Pages 1 and 2 of Maps, in the office of the County Recorder of said County, bounded by the following described line:

Beginning at a point in the Westerly line of said Lot "A" that is distant South 0° 21' 52" East 249.03 feet; measured along said Westerly line and its Northerly prolongation from the center line of Firestone Boulevard, 80 feet wide, as described in the deed to County of Los Angeles, recorded in Book 12856, Page 136, Official Records, in said office of the County Recorder; thence along the Southwesterly line of the land described in the deed to the State of California, recorded September 28, 1949 as Instrument No. 2745, in Book 31109, Page 342, Official Records, the following courses: North 51° 36' 27" East 37.14 feet, South 72° 46' 29" East 148.60 feet to the beginning of a tangent curve concave Southwesterly having a radius of 272 feet; Southeasterly along said curve through a central angle of 15° 38' 24" an arc distance of 74.25 feet to a line parallel with and distant 123 feet Southwesterly measured at right angles from the center line of Firestone Boulevard, as described in the deed recorded in Book 12824, Page 246, Official Records, and thence along said parallel line, South 57° 08' 05" East 587.08 feet to the true point of beginning; thence leaving said Southwesterly line Westerly along a curve concave Southerly having a radius of 400 feet and tangent to said parallel line through a central angle of 20° 35' 22" an arc distance of 143.51 feet; thence North 77° 41' 27" West 146.76 feet; thence North 70° 49' 07" West 118.06 feet; thence South 56° 00' 17" West 136.71 feet; thence North 85° 00' 00" West 13.63 feet to the Southwesterly line of said Lot "A"; thence along said Southwesterly line South 57° 08' 05" East 509.44 feet to a line that bears South 32° 51' 55" West from a point in said Southwesterly line of the land described in said deed to the State of California, that is distant thereon South 57° 08' 05" East 50.80 feet from the true point of beginning; thence North 32° 51' 55" East 237.08 feet to said point in said Southwesterly line and thence thereon North 57° 08' 05" West 50.80 feet to said true point of beginning.

ALSO shown as Parcel 3 of Parcel Map No. 2171, in the City of Santa Fe Springs, in the County of Los Angeles, State of California as per map filed in Book 34, Page 82 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, as provided in the deed recorded August 13, 1956 as Instrument No. 1086 in Book 52006, Page 6, Official Records.

APN: 7005-014-071

EXHIBIT “B”

SCOPE OF DEVELOPMENT

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

1. The Development. Developer shall install the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 60 foot tall, “bulletin” size V-Shaped freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14’ x 48’ within the billboard frame) on the 5 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that the building permit is issued for the installation of the New Digital Billboard.

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

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

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

(c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may

designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “B,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 5.4 of the 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, 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 Development or any part thereof or interests therein as to the violating person or one threatening violation.

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

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

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

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

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

(d) The New Digital Billboard pole shall have a column cover as depicted in the Elevations within Exhibit “C”.

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

installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

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

(g) Developer shall maintain the New Digital Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities, unless the Development is exempted as a legal nonconforming use.

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

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

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

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

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

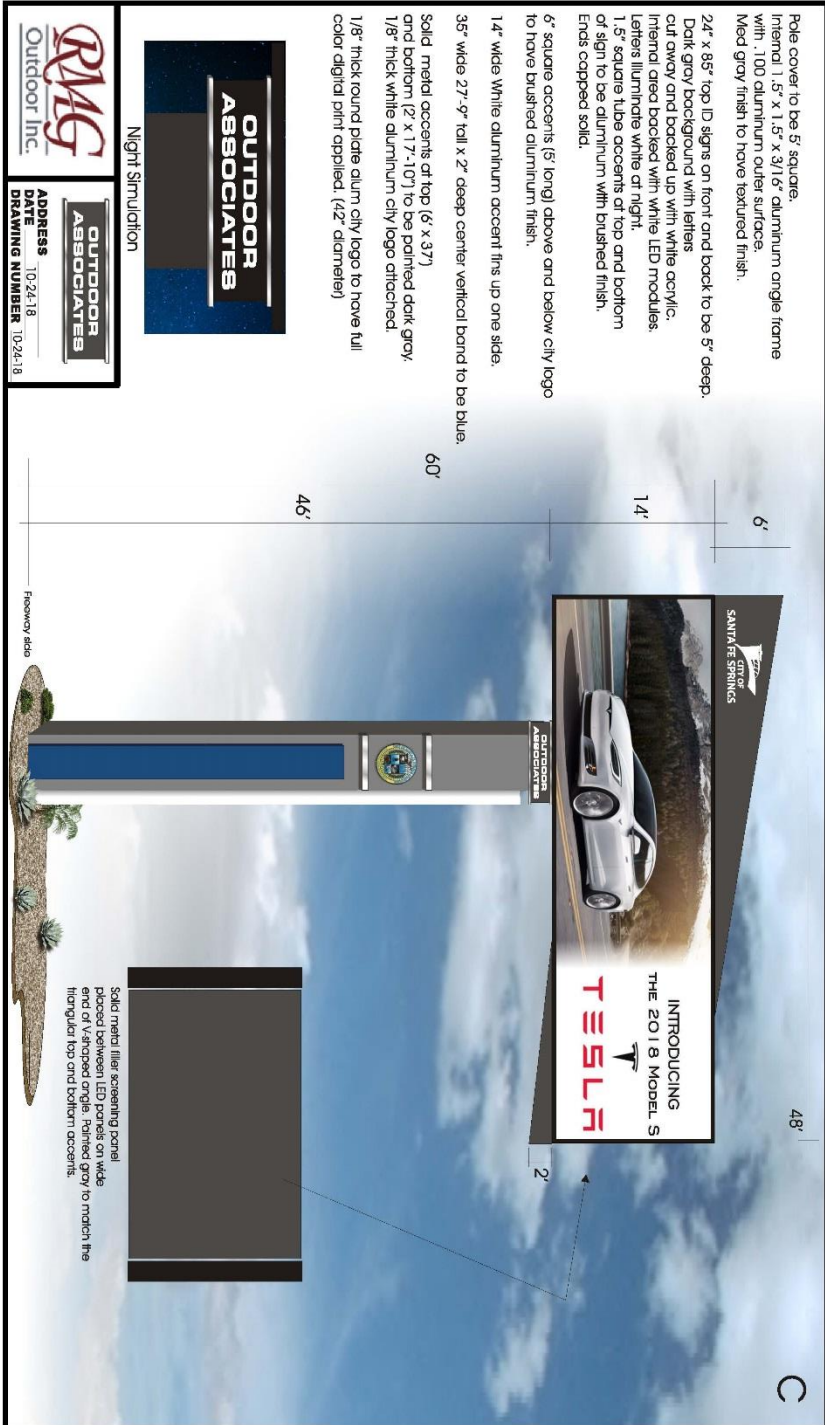
(m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard in conformance with Ordinance 1036 and 1092. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

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

(o) 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 Development.

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

(q) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Director of Planning or his or her 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 Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

ELEVATION

SITE PLAN

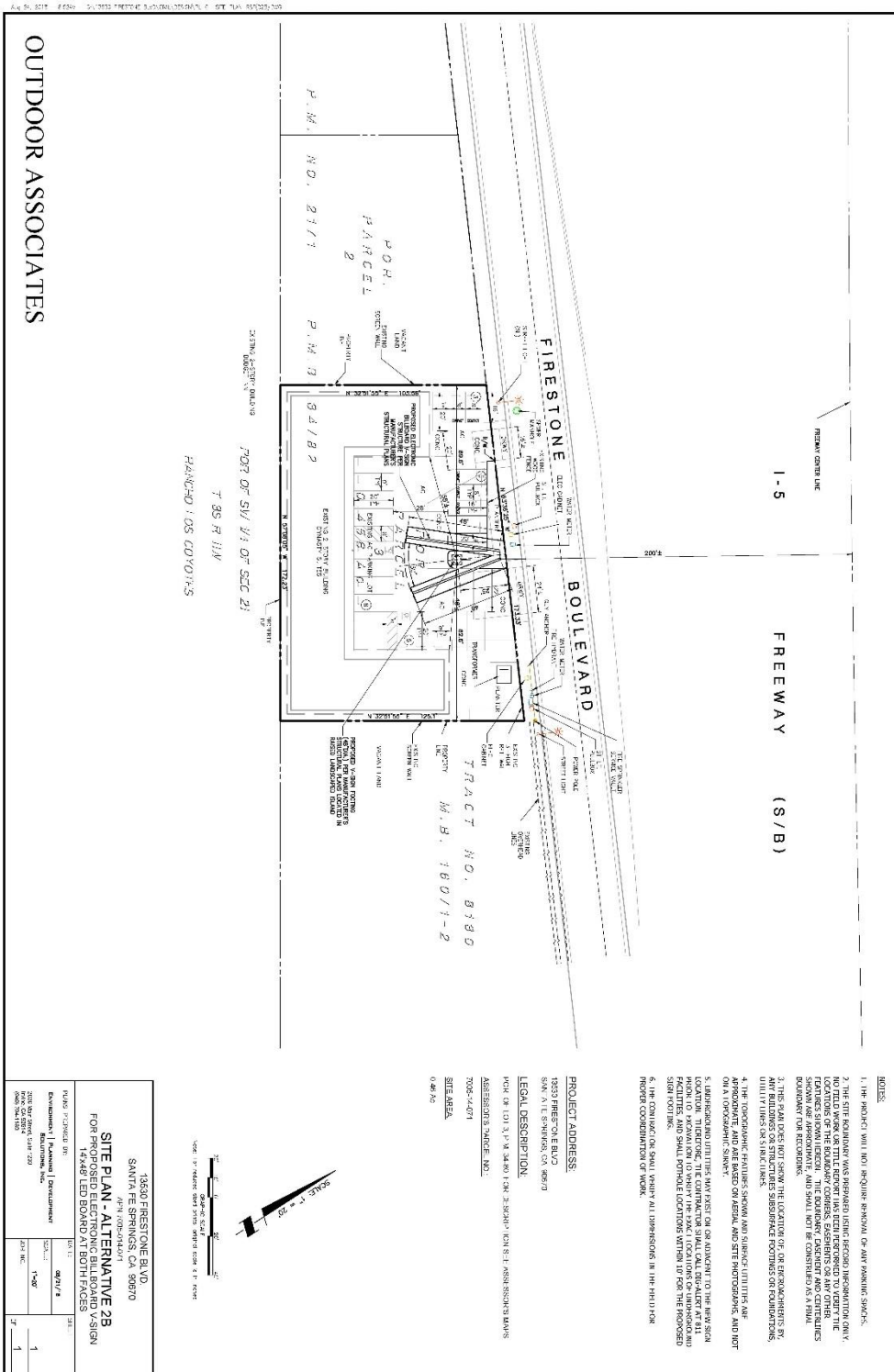


EXHIBIT "D"

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval		Recitals
2. City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	_____, 2018 (1st Reading); _____, 2018 (2nd Reading), provided Developer has fully executed the Agreement	Recitals
3. Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance, or _____, 2018	N/A
4. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	4.4
5. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit and an electrical permit. City agrees to any necessary building or electrical permits need for Developer to acquire the Caltrans approvals. Developer agrees not to commence construction until it receives the applicable Caltrans approvals.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments.	

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
6. Developer to provide copy of Caltrans approval to City	Prior to commencing any inspections and work on the Development.	3.3, 4.4
7. Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development	7.1.2
8. Developer pays Processing Fee	Thirty days from the date that the building official releases the electrical meter to Southern California Edison (Commencement Date)	2.4
9. Developer pays City annual installments of the Development Fee or Alternate Development Fee.	Within ninety (90 days) following the Anniversary Date and after the termination of the Term.	2.6.2
10. Developer pays the Alternative Fee if in excess of the Development Fee.	Within 90 days of the end of each calendar year of the Term	2.6.2

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 3.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.



PUBLIC HEARING

Categorically Exempt – CEQA Guidelines Section 15301, Class 1

Conditional Use Permit (CUP) Case No. 794

Modification Permit (MOD) Case No. 1304

CUP Case No. 794: A request for approval to allow the establishment, operation and maintenance of a new indoor training facility use on the subject property.

MOD Case No. 1304: A request for approval to not provide the nineteen (19) required on-site parking stalls related to the proposed indoor training facility use.

The subject property is located at 10141 Freeman Avenue (APN: 8011-007-015) within the M-2, Heavy Manufacturing, Zone. (Veritas Training Academy)

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 794 & Modification Case No. 1304 and thereafter, close the Public Hearing; and
- Find and determine that the proposed indoor training facility use will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that the applicant's CUP request meets the criteria set forth in §155.716 of the Zoning Regulations, for the granting of a Conditional Use Permit; and
- Find that the applicant's MOD request meets the criteria set forth in Sections 155.697 of the City Zoning Regulations for the granting of a Temporary Modification Permit; and
- Find and determine that pursuant to Section 15301, Class 1 (Existing Facility) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Approve Conditional Use Permit Case No. 794 & Modification Permit Case No. 1304, subject to the conditions of approval as contained with Resolution No. 110-2018; and
- Adopt Resolution No. 110-2018, which incorporates the Planning Commission's findings and actions regarding this matter.

GENERAL INFORMATION

- A. Applicant: Veritas Training Academy
10141 Freeman Avenue
Santa Fe Springs, CA 90670
- B. Property Owner: RGA Financial Management Inc.
10207 Freeman Avenue
Santa Fe Springs, CA 90670
- C. Subject Property: 10141 Freeman Avenue
Santa Fe Springs, CA 90670
- D. Existing Zone: M-2 (Heavy Manufacturing)
- E. General Plan: Industrial
- F. CEQA Status: Categorically Exempt, Section 15301 (Class 1)
- G. Hearing Date: December 10, 2018
- H. Staff Contact: Camillia Martinez, Planning Intern
camilliamartinez@santafesprings.org

LOCATION / BACKGROUND

The subject property is located on the west side of Freeman Avenue at 10141 Freeman Avenue (APN: 8011-007-015), in the M-2 (Heavy Manufacturing) Zone. The property measures approximately 28,345 sq. ft. (0.65-acres) and is currently developed with a concrete tilt-up industrial building measuring a total of 13,792 sq. ft. The subject property is surrounded by industrial uses to the north, south, east, and west.

Pursuant to Section 155.243(L) of the City's Zoning Regulations, private or quasi-public uses of a recreation nature are allowed on M-2 Zoned properties only after a valid Conditional Use Permit (CUP) has first been obtained. The applicant, Veritas Training Academy, is therefore, requesting approval of the subject Conditional Use Permit (CUP 794) to allow the operation and maintenance of an indoor training facility use.

Veritas Training Academy is an indoor training facility that focuses on youth sports training. The partners, through their extensive years of coaching all levels of youth/high school baseball and basketball, have decided to build a sports training facility in their "own backyard" as the partners feel that the surrounding communities are vastly underserved with this sort of concept. Veritas Training Academy will

provide basketball, baseball, softball, boxing, and agility training to boys and girls of all ages and performance levels. According to the applicant there will be a total of six (6) trainers/employees on-site.

PROJECT DESCRIPTION

The proposed project requires approval of the following entitlements:

CUP Case No. 794: A request for approval to allow the establishment, operation and maintenance of a new indoor training facility use on property located at 10141 Freeman Avenue.

MOD Case No. 1304: A request for approval to not provide the nineteen (19) required on-site parking stalls related to the proposed indoor training facility use.

CONDITIONAL USE PERMIT CASE NO. 794

The applicant is requesting approval to allow the establishment, operation, and maintenance of a new indoor training facility use on property located at 10141 Freeman Avenue.

The primary activities or layout will be:

- One basketball court
- Three batting cages
- Boxing area
- Weight lifting area
- Office – *for staff use only*
- Conference room

Site Plan

The subject property measures 28,345 sq. ft. and is developed with an existing 13,792 sq. ft. concrete tilt-up industrial building. Ingress and egress are obtained via an existing 24' wide driveway along Freeman Avenue.

Floor Plan

According to the provided plans, the facility will have a total of three (3) batting cages with a total area of 2,356 sq. ft., a basketball court at 4,982 sq. ft., a boxing area at 1,116 sq. ft., a weight lifting area at 1,786 sq. ft., and the remaining 762 sq. ft. will be designated for the reception offices and conference room.

Parking

In accordance with the City's Zoning Regulations, the proposed indoor training facility use is required to provide a total of forty-four (44) parking stalls. However, because the site is fully developed, and the applicant has already maximized the potential parking on-site, but is still unable to meet said parking requirements, the

applicant is concurrently requesting approval of a MOD to allow a reduction of nineteen (19) on-site stalls. If approved, the property will maintain a total of twenty-five (25) stalls: two (2) accessible parking stalls, two (2) compact parking stalls, and twenty-one (21) standard parking stalls.

MODIFICATION CASE NO. 1304

As part of their request, the applicant is concurrently requesting approval of a Modification Permit (MOD) to not provide the nineteen (19) required parking stalls related to the proposed indoor training facility use.

As proposed, the indoor training facility use is required to provide a total of 44 parking stalls on-site. Even after maximizing the parking layout for the subject property, there is still a nineteen (19) stall deficiency. Therefore, to help supplement the potential need for additional parking, the applicant has obtained a parking agreement with the adjacent property south of the subject property. Said parking agreement provides a minimum of nineteen (19) parking stalls to help supplement the potential parking demand related to the proposed indoor training facility. It should be noted, however, that the parking agreement will not be in effect during normal business hours. Because of the clientele and the nature of such training uses, the peak demand is generally during off-peak business hours, thus the parking agreement will provide supplemental parking during the peak operating hours.

STREETS AND HIGHWAYS

The subject site is located on the west side of Freeman Avenue. Freeman Avenue is designated as a local industrial street, within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject property is zoned M-2 (Heavy Manufacturing). The property has a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as described as follows:

<i>Direction</i>	<i>Zoning District</i>	<i>General Plan</i>	<i>Address / Existing Business</i>
North	M-2	Industrial	10125 Freeman Avenue – (Action Tool Southwest Supply)
South	M-2	Industrial	10207 Freeman Avenue – (Antony Electric)
West	M-2	Industrial	10124 Romandel Avenue – (Weldco Glass racks)
East	M-2	Industrial	10144 Freeman Avenue – (American Compressor Company)

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on November 28, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on November 28, 2018, and published in a newspaper of general circulation (Whittier Daily News) November 28, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

ENVIRONMENTAL DOCUMENTS

Upon review of the proposed project, staff finds the project is categorically exempt pursuant to Section 15301, Class 1 (Existing Facility) of the California Environmental Quality Act (CEQA), in that no additional square footage is proposed. Additional environmental analysis is, therefore, not necessary to meet the requirements of CEQA. If the Planning Commission agrees, staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days from the date the Planning Commission approves the proposed project.

ZONING REQUIREMENTS

The procedures set forth in Section 155.711 of the Zoning Regulations, states that a CUP is to allow proper integration of uses into the community which may only be suitable in specific locations or under certain conditions.

Code Section:	Conditionally Permitted Uses
Section 155.711	<u>Purpose and Limitations</u> The purpose of the Conditional Use Permit is to allow proper integration of uses into the community which may only be suitable in specific locations or only if such uses are designed or constructed in a particular manner on the site, and under certain conditions. A Conditional Use Permit may be granted only for uses listed as conditional uses in the various zones, and for such other uses as are set forth in other provisions of this chapter as requiring said permit.

The procedures set forth in Section 155.691 of the Zoning Regulations, states that a MOD is to insure that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone.

Code Section:	Modification Uses
Section 155.691	<u>Purpose and Limitations</u> The purpose of the modification procedure shall be to insure that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. It shall also be the purpose of the modification procedure to allow under certain circumstances the modification of property development standards in the residential zones in order to allow flexibility in increasing the liveability of dwelling units. It shall also be the purpose of the modification procedure to allow temporary modification of development standards under certain circumstances, where hardships would be created to require immediate compliance. No modification shall be granted which would allow a use not permitted in the zone in which the modification is requested.

AUTHORITY OF PLANNING COMMISSION

Conditional Use Permit

The Planning Commission has the authority, subject to the procedures set forth in this subchapter, to grant a Conditional Use Permit whenever it finds that the granting of said permit is consistent with the requirements, intent and purpose of this chapter. The Commission may grant a Conditional Use Permit subject to such conditions as the Commission finds are warranted by the circumstances involved. This may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

Modification Permit

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Regulations, to grant a modification from requirements of property development standards set forth in the City's Zoning Regulations when it is found that the strict and literal interpretation of such provisions would cause undue difficulties and unnecessary hardships inconsistent with the intent and general

purpose of the City's Zoning Regulations. The Commission may grant, conditionally grant or deny a modification based on the evidence submitted and upon its own study and knowledge of the circumstances

STAFF REMARKS

Based on the findings set forth in the attached Resolution No. 110-2018, Staff finds that the applicant's request meets the criteria set forth in §155.716 and §155.697 of the City's Zoning Regulations, for the granting of a Conditional Use Permit and Temporary Modification Permit, respectively.

CONDITIONS OF APPROVAL

Conditions of approval for CUP 794 and MOD 1304 are attached to Resolution No. 110-2018 as Exhibit A.



Wayne M. Morrell
Director of Planning

Attachments:

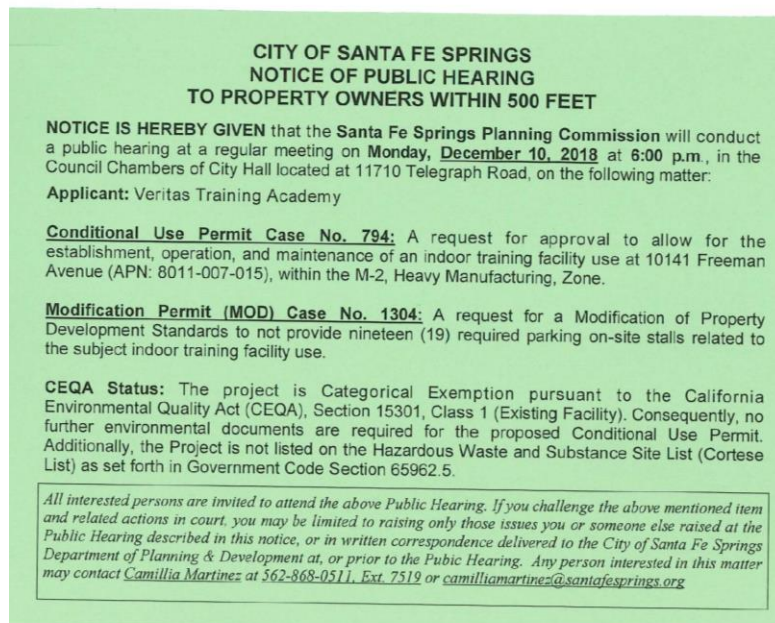
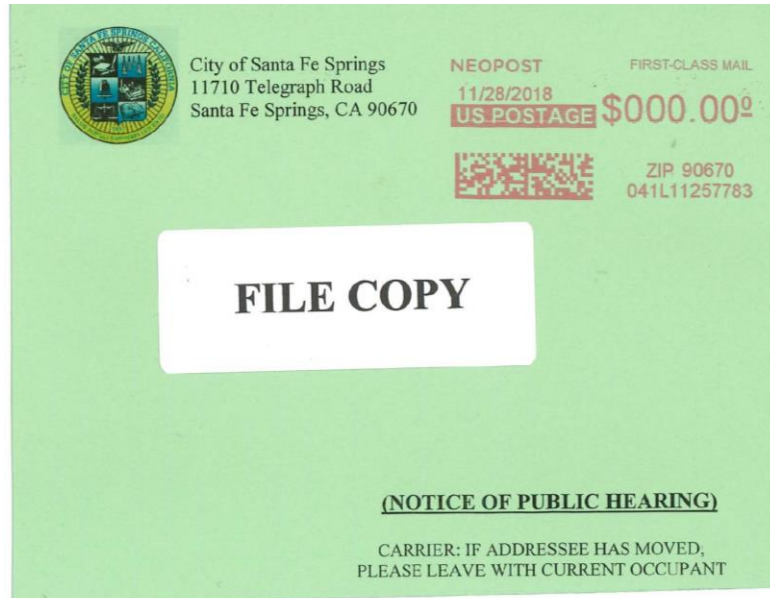
1. Aerial Photograph
2. Public Hearing Notice
3. Radius Map for Public Hearing Notice
4. Resolution 102-2018
 - a. Exhibit A – Conditions of Approval
5. Full Set of Proposed Plans

Aerial Photograph

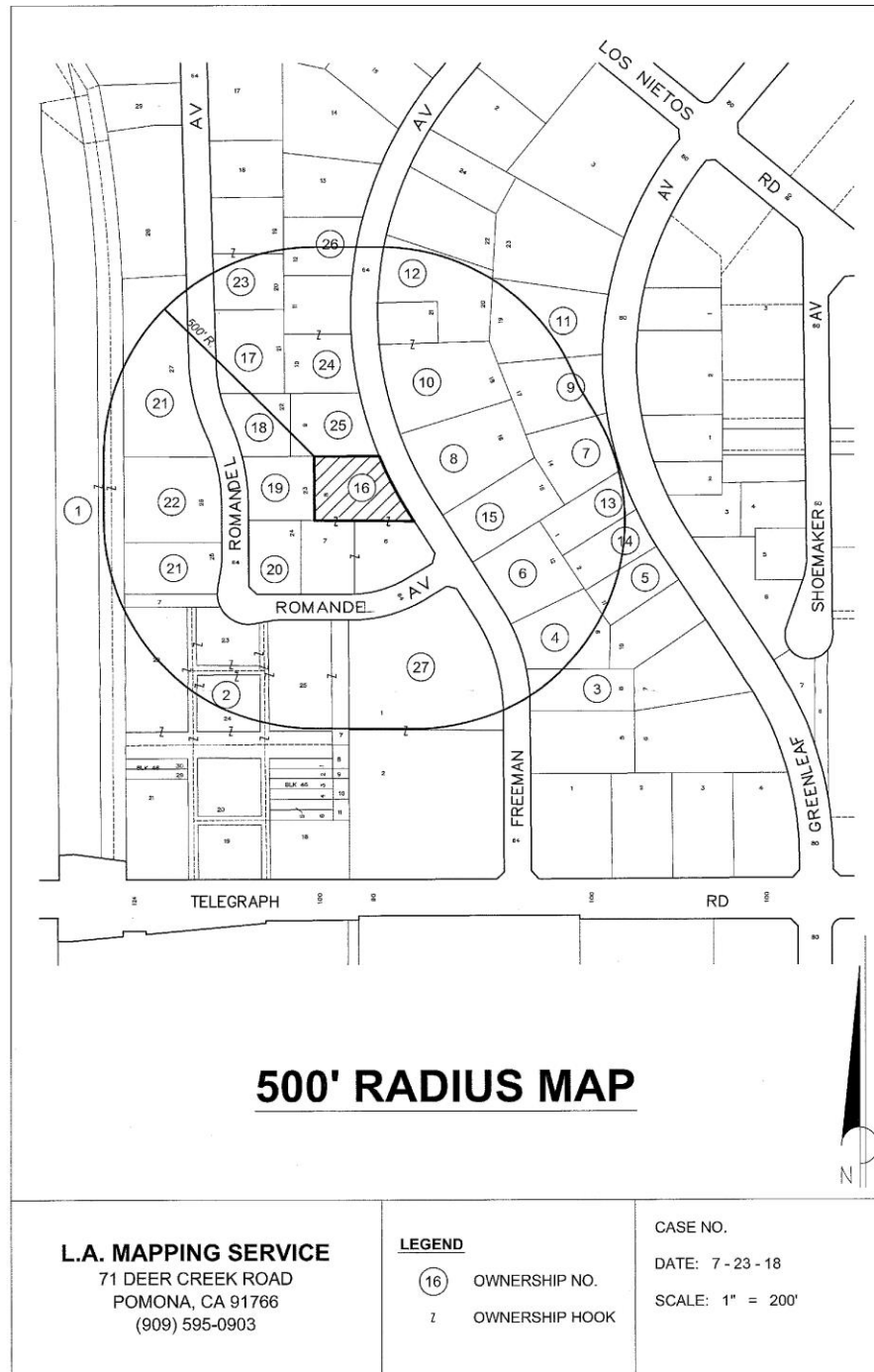


**Conditional Use Permit Case No. 794
Modification Permit Case No. 1304
10141 Freeman Avenue
Veritas Training Academy**



Public Hearing Notice

Radius Map for Public Hearing Notice



CITY OF SANTA FE SPRINGS
RESOLUTION NO. 110-2018

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SANTA FE SPRINGS REGARDING
CONDITIONAL USE PERMIT CASE NO. 794 &
MODIFICATION PERMIT CASE NO. 1304**

WHEREAS, a request was filed for Conditional Use Permit Case No. 794 to allow the establishment, operation and maintenance of a new indoor training facility use on property located at 10141 Freeman Avenue; and

WHEREAS, a request was filed for Modification Permit Case No. 1304 to not provide the nineteen (19) required on-site parking stalls related to the proposed indoor training facility use; and

WHEREAS, the subject property is located on the west side of Freeman Avenue, with Accessor's Parcel Numbers of 8011-007-015, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owners is 113 RGA Financial Management Inc., 10207 Freeman Avenue, Santa Fe Springs, CA 90670; and

WHEREAS, the proposed project which includes Conditional Use Permit Case No. 797 and Modification Case No. 1304 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, the Planning Commission has found and determined that the proposed project meets the criteria for a Categorical Exemption, pursuant to the California Environmental Quality Act (CEQA), Section 15301-Class 1; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on November 28, 2018 published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on November 28, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject property, the testimony, written comments, or other materials presented at the Planning Commission Meeting on December 10, 2018 concerning Conditional Use Permit Case No. 794 and Modification Case No. 1304.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

Pursuant to Section 15301, Class 1 (Existing Facility), of the California Environmental Quality Act (CEQA), the Planning Commission hereby finds and determines that the project is categorically exempt, in that no additional square footage is proposed. It, therefore, has been determined that additional environmental analysis is not necessary to meet the requirements of CEQA.

SECTION II. CONDITIONAL USE PERMIT FINDINGS

Pursuant to Section 155.716 of the Zoning Regulations, in studying any application for a Conditional Use Permit, the Commission shall give consideration to the following:

- A) *Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.*

The subject site is located within the M-2 (Heavy Manufacturing) Zone and also has a General Plan land use designation of Industrial. An indoor training facility use, provided that a CUP is granted, would be consistent with the current zoning and land use designation.

The primary concerns are to ensure that there is sufficient parking to accommodate the clients of the proposed use and that the use does not generate excessive noise beyond the limits set forth in the city's noise ordinance, nor become a nuisance to adjacent properties. To address the concern for potential parking issues, the applicant has obtained a parking agreement with the adjacent property to the south to provide the additional overflow parking during off-peak business hours. Nevertheless, a condition of approval has been added to require the applicant to work with the planning staff to mitigate any future parking issues, should the need arise. Mitigations include but are not limited to modifying hours of operations, concurrent use of buildings, etc. To address other typical concerns related to safety, noise, and loitering, conditions have been placed to help ensure the proposed indoor training facility operates in full compliance with all performance standards set forth in the City's Zoning Regulations. The Planning Commission, therefore, finds that if the applicant operates in strict compliance with the conditions of approval, the proposed indoor training facility use would be harmonious with adjoining properties and surrounding land uses.

- B) *Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.*

The subject property is fully improved with an existing industrial building totaling 13,729 sq. ft. of building area. The applicant will make interior modifications to the building to accommodate their proposed indoor training facility use and also re-

stripping the parking area to maximize the potential for parking on-site. No exterior modifications to the existing building are proposed at this time (with the exception of a new wall sign for which the applicant will submit plans and obtain a building permit at a later date). The Planning Commission, therefore, finds that the proposed use will preserve the general appearance and welfare of the community.

SECTION III. MODIFICATION PERMIT APPROVAL FINDINGS

Pursuant to Section 155.697 of the City of Santa Fe Springs Zoning Regulations, the Planning Commission shall consider the following findings in their review and determination of the subject Temporary Modification Permit. Based on the available information, the City of Santa Fe Springs Planning Commission hereby make the following findings:

A) *That there are hardships involved with immediate compliance with certain property development standards*

The subject property is currently developed with an industrial concrete tilt-up warehouse building. The property, therefore, is parked for a typical industrial/warehouse use. Unfortunately, the applicant's proposed use requires a parking demand similar to that of an auditorium, stadium, sports arena, and gymnasium. Since the subject property is already fully developed, additional on-site parking stalls cannot be provided. Even after maximizing the parking potential of the subject property, the applicant is only able to provide a total of 25 parking stalls, resulting in a 19 stall deficiency for the subject indoor training facility, as proposed. Without the subject MOD, the proposed indoor training facility use would not be possible given that additional stall cannot be added on-site.

It should be noted that although the subject property cannot fully accommodate the 44 required parking stalls, the applicant has secured a parking agreement with the adjacent southerly parcel to provide the additional overflow parking during off-peak business hours. With the spaces available from the parking agreement, the subject use would technically have enough parking, however, the Code requires that all spaces be provided on-site.

B) *That the modification, if granted, would not be detrimental to the public welfare or to the property of others in the area.*

As proposed, the indoor training facility use is required to provide a total of 44 parking stalls on-site. Even after maximizing the parking layout for the subject property, there is still a nineteen (19) stall deficiency. However, to help supplement the potential need for additional parking, the applicant has obtained a parking agreement with the adjacent southerly property. Said parking agreement provides a minimum of nineteen (19) parking stalls to help supplement the potential parking demand related to the

proposed indoor training facility during off-peak business hours. Although the parking agreement will not be in effect during normal business hours, because of the clientele and the nature of such training uses, the peak demand is generally during off-peak business hours, thus the parking agreement will provide supplemental parking during the peak operating hours. Moreover, the clients are typically high school students, and it is anticipated that parents will be dropping off their children and picking them up when the training session is over. Finally, as this facility is designed to be a training area, it is not anticipated that there will be spectators present to overburden the parking area.

Another typical concern for indoor recreational type uses is to ensure the use does not generate excessive noise beyond the limits set forth in the city's noise ordinance, nor become a nuisance to adjacent properties. To address this concern, conditions have been required within the CUP to help ensure the proposed indoor training facility operates in full compliance with all performance standards set forth in the City's Zoning Regulations, including but not limited to the noise regulations.

The Planning Commission, therefore, finds that if the applicant operates in strict compliance with the conditions of approval, the proposed indoor training facility use will not be detrimental to the public welfare or to the property of others in the area.

SECTION IV. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 110-2018 to approve Conditional Use Permit Case No. 794 & Modification Case No. 1304 to allow the establishment, operation, and maintenance of a new indoor training facility use for the subject property located at 10141 Freeman Avenue (APN: 8011-007-015), subject to conditions attached hereto as Exhibit A.

ADOPTED and APPROVED this 10th day of December, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Wayne M. Morrell, Acting Planning Secretary

Exhibit A

**Conditional Use Permit (CUP) 794
Modification Permit (MOD) Case No. 1304
10141 Freeman Avenue (APN: 8011-007-015)**

NOTE: Changes to existing conditions are provided as a strike-through or bold.

POLICE SERVICES DEPARTMENT:
(Contact: Luis Collazo 562.409-1850 x3320)

1. That the applicant shall submit and obtain approval of a proposed lighting (photometric) plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric plans shall be submitted to the Director of Police Services no later than sixty (60) day from the date of approval by the Planning Commission.
2. That under no circumstances shall any training and/or activities be performed outdoors at all times. Violation of this conditions will result in an Administrative Citation with penalties of up to \$500.00.
3. That the owner and/or his employees shall not allow any customer's vehicles to block any driveways, streets or aisle spaces at all times.
4. That off-street parking areas shall not be reduced or encroached upon at all times.
5. That the proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
6. That it shall be the responsibility of the Applicant and/or his employees to maintain the property free of all trash and debris and shall check adjoining properties for any trash and debris that may have been dropped there or propelled by the wind.
7. That the Applicant shall obtain a Special Events Permit from the Department of Police Services for any tournaments and/or team competitions where fans may attend. Said Permit shall be fully obtained thirty-days prior to any event.

8. That a Health Department approval and certificate shall be obtained prior to the serving, sale or storage of food or beverages; water is exempt from this condition.
9. That the Applicant and/or his employees shall comply with the noise ordinance and not generate any ambient sounds that may be heard outside of the building.
10. That the Applicant shall comply with the City's Sign Ordinance and the Building Code and obtain a sign permit for the existing unpermitted signs. Moreover, any banners and/or advertisements visible from the public street shall be approved by the City prior to their installation.

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION)

(Contact: Richard Kallman 562.868-0511 x3710)

11. That interior gates or fences are not permitted across required Department of Fire-Rescue access roadways unless otherwise granted prior approval by the City Department of Fire-Rescue.

WASTE MANAGEMENT :

(Contact : Teresa Cavallo 562.868-0511 x7309)

12. That the applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
13. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:

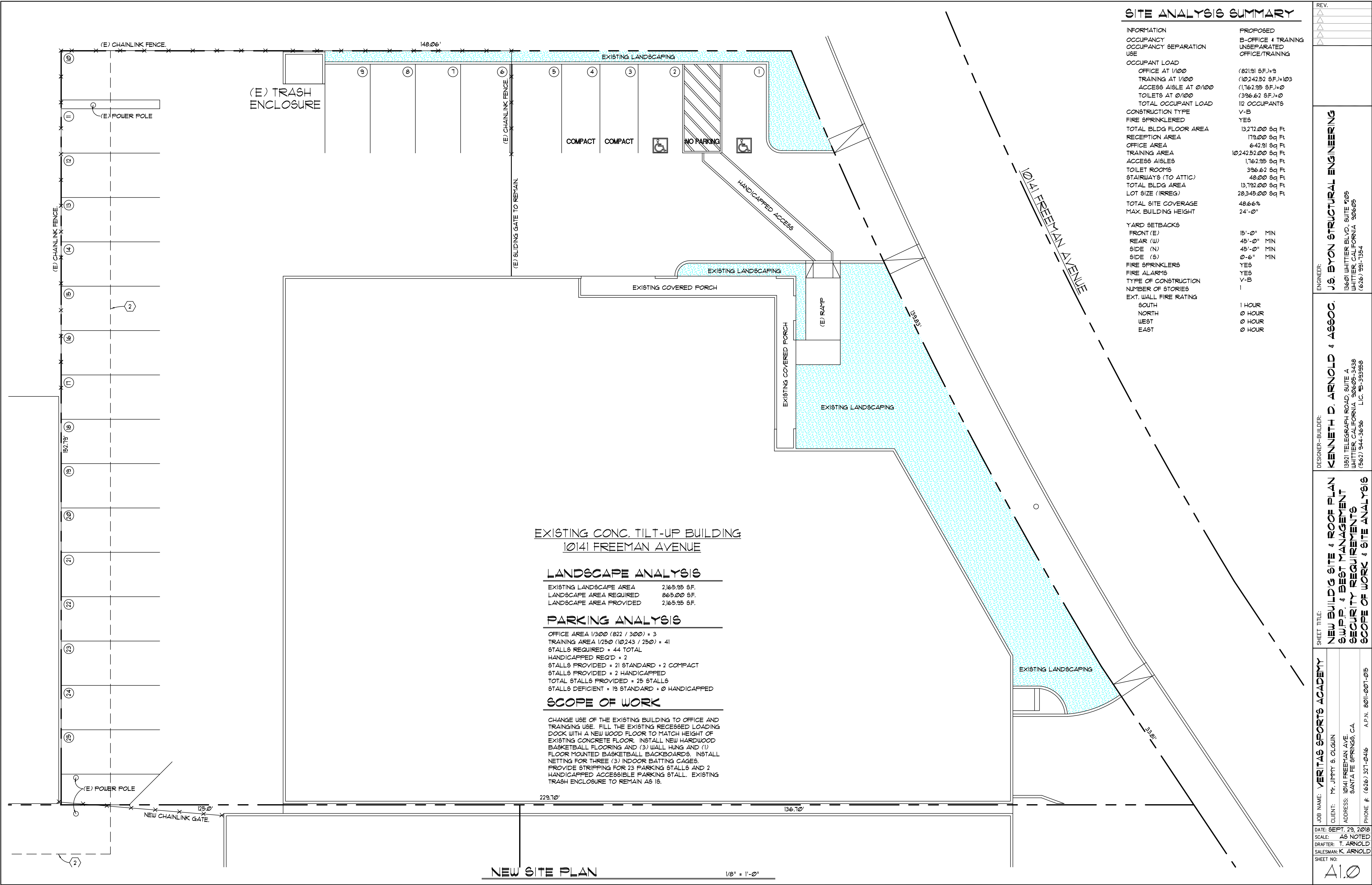
(Contact: Camillia Martinez 562.868-0511 x 7519)

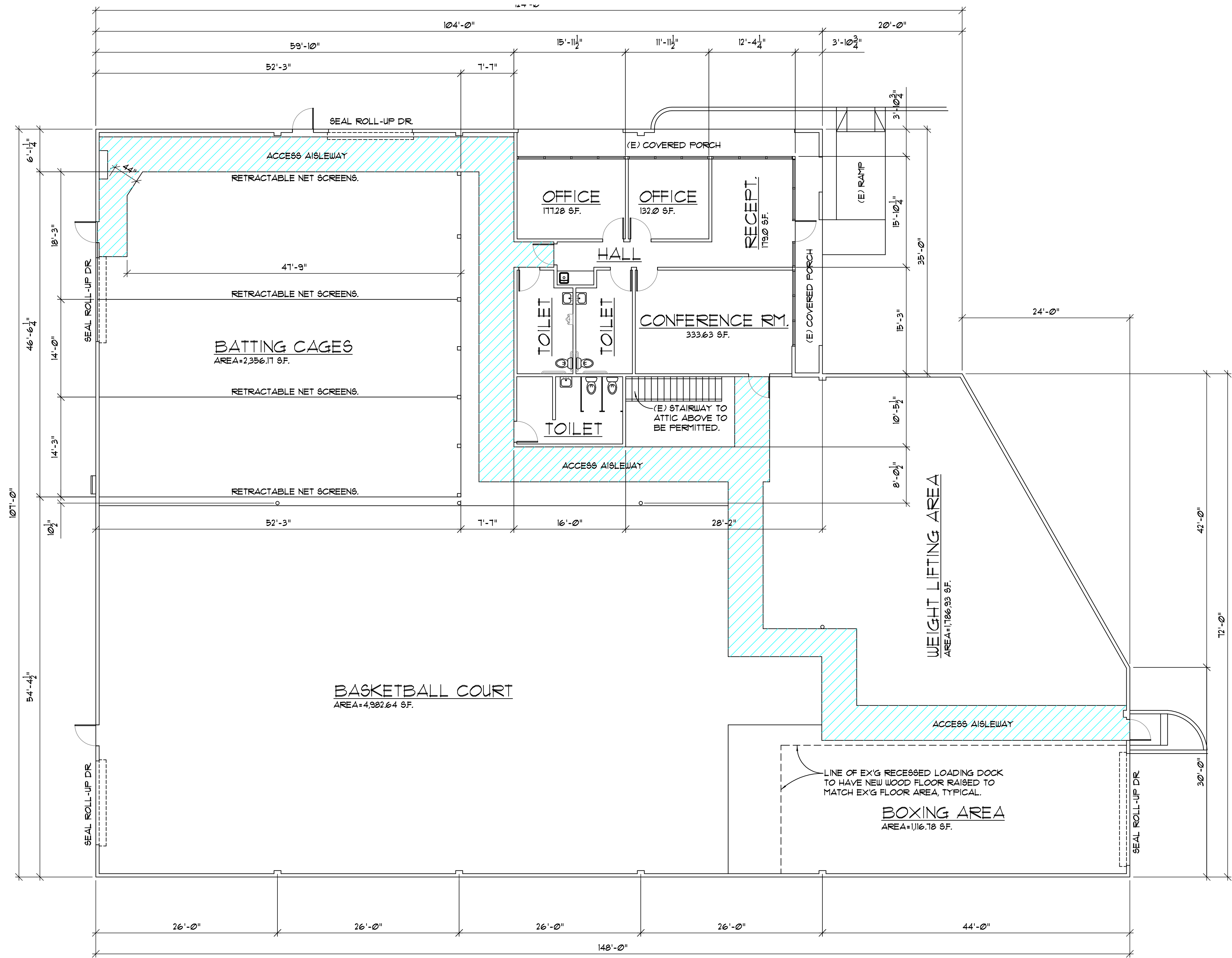
14. Conditional Use Permit Case No. 794 allows for an indoor training facility within a 13,792 sq. ft. building located at 10141 Freeman Avenue. The indoor activity area will consist of a basketball court, 3 batting cages, boxing area, weight lifting area, an office for employees, and a conference room.
15. Approval of Conditional Use Permit No. 794 is contingent upon approval of Modification Permit Case No. 1304.
16. Modification Permit Case No. 1304 allows for a reduction of the required parking associated with the subject indoor training facility. A minimum of 25 parking stalls as shown on the provided plan and on file with this case. Shall be continually provided and maintained at all times. All parking areas shall be legibly marked off on the pavement, showing the required parking stalls.

17. A minimum of 19 parking stalls shall be continually provided and maintained at all times on the adjacent property 10207 Freeman Avenue, in accordance with the submitted parking agreement on file.
18. The parking area is to be used as parking space only. There shall not be any outdoor storage and related facility equipment outside the building.
19. The proposed indoor training facility use cannot be used for public assembly purposes until it has met the current requirements of the Los Angeles County Building Code and the Uniform Fire Code and an occupancy load has been determined by the Fire Department. The process requires permits to be obtained, plans to be submitted, reviewed, approved, and field inspected with a final approval granted by the City Fire Department and Building Division. The building shall not be occupied for such use until such time that this process has been completed.
20. The exterior exit doors shall remain closed when not being used for ingress/egress purposes. Additionally, the applicant shall inform all staff members and players not to loiter or make loud noises outside of the building.
21. All roll up doors shall remain sealed shut.
22. There shall not be any devising walls or chain link fence inside the building, except for the batting cages. Which shall be reviewed by the building Department.
23. Vending machines shall be prohibited on the exterior of the property.
24. There shall be no indoor seating. Any addition of seating, shall be subject to prior review and approval by the Director of Planning or his/her designee.
25. In the event noise levels outside of the applicant's premises are found to exceed permissible levels per City Code, the applicant shall work with planning staff to come up with a solution to immediately mitigate noise issues.
26. The days and hours of operation of the indoor training facility shall be Monday through Sunday from 6:00 a.m. to 10:00 p.m. Any modification to the days and hours of operation, shall be subject to prior review and approval by the Director of Planning or his/her designee.
27. Monday through Friday there shall only be a maximum of 20 clients between the hours of 6:00 a.m. and 4:00 p.m.
28. No tournaments shall occur on the subject property without prior approval by the Director or Planning or his/her designee and after securing a special Events Permit from the Department of Police Services stated in condition #9.

29. There shall be no on-site kitchen facilities or preparation of food and drinks without prior approval from the Director of Planning or his/her designee.
30. The applicant shall ensure that water is easily accessible for all patrons.
31. The indoor training facility shall otherwise be substantially in accordance with the plot plan, floor plan, and operational narrative submitted by the applicant and on file with the case. Any modification shall be subject to prior review and approval by the Director of Planning or his/her designee.
32. The stairway shall be permitted by the Building Department or otherwise demolished.
33. Contingent upon the stairway approval, the second floor attic space shall not be used for storage or any activities, including a viewing point.
34. The applicant shall notify, in writing, of any change in ownership within 30 days. The conditions of approval shall be binding to any successors.
35. In the event the need arises for the additional required off-street parking spaces as determined by the Director of Planning, the applicant shall work with the planning staff to come up with a solution to immediately mitigate the parking issues, including but not limited to modifying hours of operations, concurrent use of buildings, etc.
36. The Department of Planning and Development shall first review and approve all sign proposals for the indoor training facility. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 11" x 17" size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
37. Prior to occupancy, the applicant shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting the Finance Department at (562) 868-0511, extension 7520, or through the City's web site (www.santafesprings.org).
38. All other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
39. Conditional Use Permit Case No. 794 shall be subject to a compliance review in one year, on or before December 10, 2019, to ensure that the subject indoor training facility use is still operating in strict compliance with these conditions of approval.

40. The applicant, Veritas Training Academy, agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to all entitlements and approvals issued by the City in connection with the indoor badminton use and from any CEQA challenges relating to the environmental review and determination for the project, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
41. If there is evidence that conditions of approval have not been fulfilled or the use has or have resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent or proximate property, or have a substantial adverse impact on public facilities or services, the Director of Planning may refer the use permit to the Planning Commission for review. If upon such review, the Commission finds that any of the results above have occurred, the Commission may modify or revoke the use permit. Applicant shall be notified prior to any such action.
42. It is hereby declared to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and privileges granted hereunder shall lapse.

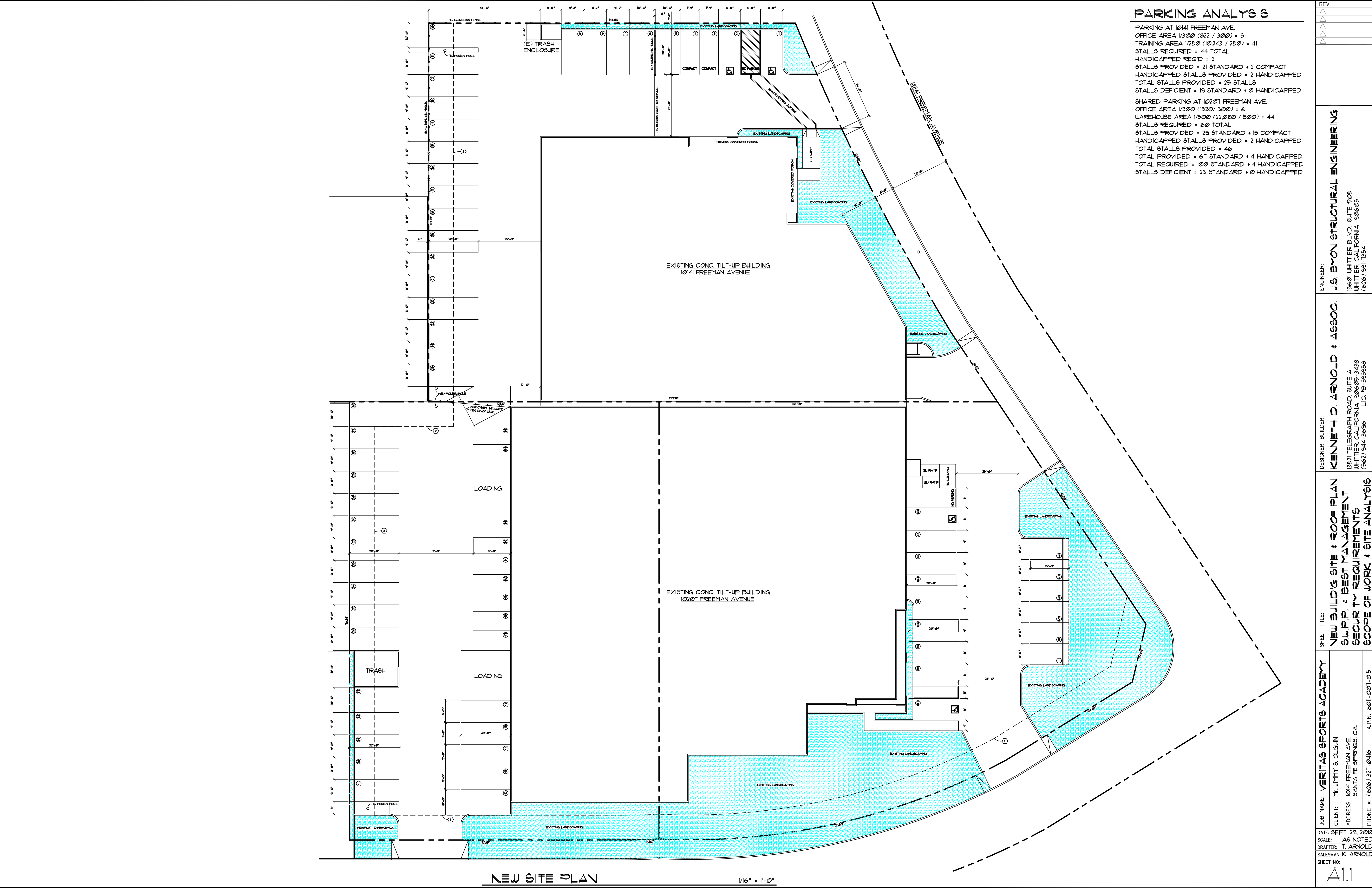




FLOOR PLAN

1/8" = 1'-0"

JOB NAME: VERITAS SPORTS ACADEMY		SHEET TITLE: NEW EROSION CONTROL PLAN S.W.P.P. & BEST MANAGEMENT		DESIGNER-BUILDER: KENNETH D. ARNOLD & ASSOC. 13521 TELEGRAPH ROAD, SUITE A WHITTIER, CALIFORNIA 90605-3438 (562) 944-3636 LIC. 15-393558		ENGINEER: J.S. BYON STRUCTURAL ENGINEERING 13601 WHITTIER BLVD., SUITE 205 WHITTIER, CALIFORNIA 90605 (626) 991-1354		REV.	
DATE: SEPT. 29, 2018		CLIENT: MR. JIMMY S. OLGIN		1		1		1	
SCALE: AS NOTED		ADDRESS: 1041 FREEMAN AVE. SANTA FE SPRINGS, CA		2		2		2	
DRAFTER: T. ARNOLD		PHONE #: (626) 321-0416		3		3		3	
SALESMAN: K. ARNOLD		A.P.N. 8011-0011-015		4		4		4	
SHEET NO: A2.0				5		5		5	



PARKING ANALYSIS

PARKING AT 10141 FREEMAN AVE.
OFFICE AREA 1/300 (822 / 300) = 3
TRAINING AREA 1/250 (10243 / 250) = 41
STALLS REQUIRED = 44 TOTAL
HANDICAPPED REQ'D = 2
STALLS PROVIDED = 21 STANDARD + 2 COMPACT
HANDICAPPED STALLS PROVIDED = 2 HANDICAPPED
TOTAL STALLS PROVIDED = 25 STALLS
STALLS DEFICIENT = 19 STANDARD + 0 HANDICAPPED

SHARED PARKING AT 10201 FREEMAN AVE.
OFFICE AREA 1/300 (1520 / 300) = 6
WAREHOUSE AREA 1/500 (22000 / 500) = 44
STALLS REQUIRED = 60 TOTAL
STALLS PROVIDED = 29 STANDARD + 15 COMPACT
HANDICAPPED STALLS PROVIDED = 2 HANDICAPPED
TOTAL STALLS PROVIDED = 46
TOTAL PROVIDED = 61 STANDARD + 4 HANDICAPPED
TOTAL REQUIRED = 100 STANDARD + 4 HANDICAPPED
STALLS DEFICIENT = 23 STANDARD + 0 HANDICAPPED

REV.		ENGINEER: J.S. BYON STRUCTURAL ENGINEERING 13601 WHITTIER BLVD., SUITE #205 WHITTIER, CALIFORNIA 90605 (626) 991-1354
DESIGNER-BUILDER:		KENNETH D. ARNOLD & ASSOC. 19521 TELEGRAPH ROAD, SUITE A WHITTIER, CALIFORNIA 90605-3438 (562) 944-3636 L.C. # 393958
SHEET TITLE:		
JOB NAME: VERITAS SPORTS ACADEMY		
CLIENT: Mr. JIMMY S. OLGIN		
ADDRESS: 10141 FREEMAN AVE. SANTA FE SPRINGS, CA.		
DATE: SEPT. 29, 2018		A.P.N. 8011-007-015
SCALE: AS NOTED		
DRAFTER: T. ARNOLD		
SALESMAN: K. ARNOLD		
PHONE #: (626) 337-0416		
SHEET NO.		A.11



City of Santa Fe Springs

Planning Commission Meeting

December 10, 2018

CONSENT ITEM

Conditional Use Permit Case No. 498-8

A compliance review of a truck parking and maintenance facility on the subject 3.65-acre property located at 12965 Sandoval Street (APN: 8011-017-041), in the M-2, Heavy Manufacturing zone, and within the Consolidated Redevelopment Project Area. (Air Products and Chemicals, Inc.)

RECOMMENDATIONS

That the Planning Commission take the following actions:

- Find that the continued operation and maintenance of a truck parking and maintenance facility, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies, and programs of the City's General Plan; and
- Require that Conditional Use Permit Case No. 498 be subject to a compliance review in ten (10) years, on or before December 10, 2028, to ensure the use is still operating in strict compliance with the conditions of approval as contained within this staff report.

BACKGROUND

In accordance with Section 155.243 (I)(9) of the City's Zoning Regulations, truck service or repair where the site utilized exceeds one acre in size are required to obtain a Conditional Use Permit prior to commencement of such activities.

At their respective meetings of January 25 and January 28, 1993, the Planning Commission and Community Development Commission originally approved Conditional Use Permit Case No. 498 to allow the establishment, operation and maintenance of a truck parking and maintenance facility on the subject 3.65-acre property. The applicant has had a total of seven (7) CUP compliance reviews since the original approval. The use has now operated on the subject property for over 25 years.

CONSIDERATIONS

As standard practice for all CUP compliance reviews, a walk-through inspection of the subject property was performed by City staff to ensure continued compliance with the conditions of approval prior to bringing the matter back to the Planning Commission. Following the initial walk-through inspection the applicant was directed to comply with the following:

Planning Department:

- Replant landscaping within the parking area.
- Re-paint building address on the exterior wall.
- Re-paint exterior of the buildings.
- Remove storage container.
- Place trash bins within the trash enclosure.
- Obtain permit for existing monument sign.

Staff recently verified that, with the exception of obtaining a permit for the existing monument sign, the applicant has completed the above-referenced items. To address this outstanding issue, staff has added a new condition, condition number 6, to ensure that a sign permit is obtained in a timely manner. Staff finds that if the truck parking and maintenance facility continues to operate in strict compliance with the required conditions of approval, the use will continue to be compatible with the surrounding developments and will not pose a nuisance risk to the public or environment. Staff is, therefore, recommending that CUP 498-8 be subject to a compliance review in ten (10) years to ensure the use is still operating in compliance with the conditions of approval as contained in this staff report.

CONDITIONS OF APPROVAL**NOTE: Changes to existing conditions are provided as a strike-through or bold.**

1. That all other requirements including, but not limited to, the Santa Fe Springs City Municipal Code, Los Angeles County Building Code, Certified Unified Program Agency (CUPA) programs and all other applicable regulations shall be complied with. **(Ongoing)**
2. That trucks shall not park on the public streets in the area at any time. **(Ongoing)**
3. That all building walls, doors, truck doors and similar surfaces shall remain painted a light pastel color. Any changes to the color shall be subject to prior approval of the Director of Planning and Development. **(Ongoing)**
4. That the storage area shall not be used for the overnight parking or storage of heavy equipment or trucks unrelated to the existing use; any other storage shall not exceed the height of the eight-foot-high fence and shall be maintained in a neat and orderly manner at all times. In addition, the applicant shall not sublease, sublet, or otherwise assign any part or portion of the subject site for outdoor storage purposes unless prior written approval is granted by the Director of Planning and Development. **(Ongoing)**
5. That all fences, walls, and similar improvements for the industrial development

shall be subject to the prior approval of the Director of Planning and Development. **(Ongoing)**

6. **A sign permit shall be obtained for the existing monument sign within ninety (90) days of Planning Commission approval. (New)**
7. That the Applicant/Owner understands that any representations, actions or approvals by the Commission, or City does not indicate any representation that regulatory permits or requirements of any Federal, State, or other local agency have been obtained or satisfied by the applicant and, therefore, do not release or waive any obligation of the applicant to obtain all necessary regulatory permits and comply with all other Federal, State, or local regulatory requirements. Applicant/Owner, not the Commission or City, will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant/owner to comply with such regulatory requirements. **(Ongoing)**
8. That the applicant shall obtain the Fire Department's approval prior to bringing any liquefied hydrogen on site. **(Ongoing)**
9. That this Permit shall be subject to a compliance review in **ten (10) years**, on or before **December 10, 2028**, to ensure that the use is still operating in strict compliance with the attached conditions of approval. **(Revised)**
10. That the applicant, Air Products and Chemicals, Inc., agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject CUP, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof. **(Ongoing)**
11. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse. **(Ongoing)**



Wayne M. Morrell
Director of Planning

Attachment(s)

1. Aerial Photograph
2. Current Site Photos
3. CUP Compliance Review Request Letter
4. Receipt

Attachment 1: Aerial Photograph



**Conditional Use Permit Case No. 498-8
12965 Sandoval Street
Air Products and Chemicals, Inc.**



Attachment 2: Current Site Photos



Attachment 3: CUP Compliance Review Request Letter



Air Products and Chemicals, Inc.
12965 Sandoval Street
Santa Fe Springs, CA 90670
Telephone (562) 906-0423

Camillia Martinez
Department of Planning and Development
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

July 19, 2018

Camillia,

Air Products and Chemicals is requesting a compliance review for conditional use permit 498-8 in place at 12965 Sandoval Street. Air Products operates a truck parking and vehicle maintenance facility as well as administrative offices supporting our distribution activities at this address. There have been no material changes to the site or our operation since the last CUP renewal in 2013. The existing CUP expires on December 10, 2018.

Enclosed is our processing fee of \$563.

A handwritten signature in black ink, appearing to read "Jeremy Esses", is written over a horizontal line.

Jeremy Esses
Distribution Supervisor

Attachment 4: Receipt

DR9098
AIR PRODUCTS AND CHEMICALS, INC.
7201 HAMILTON BLVD.
ALLENTOWN, PA 18195-1501

AIR PRODUCTS

Page 1 of 1

Date: 07/30/2018
Check #: 1000146009
Payment Amount: 563.00
Vendor #:

Received
AUG 06 2018
Planning Department

Return Service Requested
000020 R3K4TDA
CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS CA 90670-3679
ATTN: CAMILLA MARTINEZ
PLANNING & DEVELOPMENT

Remittance Advice

City of Santa Fe Springs

FUND			DISTRIBUTION		
FUND	G/L	ACTIVITY	OBJECT	PROJECT	AMOUNT
1010	3199	-	723015		\$ 563.00
				Total:	\$ 563.00

Air Products and Chemicals, Inc.
(NAME)
7201 Hamilton Blvd.
(ADDRESS)
Allentown, PA 18195-1501
(CITY AND STATE)
CUP Extension 498-8 12965 Sandoval St.
(DESCRIPTION)

RECEIPT

City of Santa Fe Springs, CA
FINANCE DEPARTMENT
11710 E Telegraph Rd
Santa Fe Springs, CA 90670
(562) 868-0511

000235-0046 08/06/2018 02:55PM

MISCELLANEOUS
Description: CONDITIONAL
USE PERMIT (P10201)
Reference 1: 12965
SANDOVAL
CONDITIONAL USE PERMIT
(P10201)
2019 Item: P10201
1 @ 563.00
CONDITIONAL USE PERMIT
(P10201)

563.00

Subtotal
Total 563.00

CHECK
Check Number 1000146009 563.00

Change due 0.00

Paid by: AIR PRODUCTS AND CHEMICALS

Comments: CUP
CUP EXTENSION 498-8
12965 SANDOVAL ST

Thank you for your payment

CUSTOMER COPY