

## IMPARTIAL SUMMARY OF REFERENDUM AGAINST SIERRA MADRE CITY COUNCIL ORDINANCE NO. 1461

This petition protests the adoption of Sierra Madre City Council Ordinance No. 1461, which approved (1) a Zoning Map Amendment; (2) a Specific Plan and (3) a Development Agreement for a project known as “The Meadows at Bailey Canyon” or “The Meadows Project.”

### **Background and Procedural History**

The Congregation of the Passion, Mater Dolorosa Community, (“the Congregation”) is the owner of property located at 700 North Sunnyside Avenue, Sierra Madre, CA 91204. The property is commonly known as “The Monastery” and is located within the north-eastern boundary of the City.

In partnership with NUWI-Sierra Madre LLC (“Developer”), the Congregation seeks to develop approximately 17.3 acres of their property. The proposed development, referred to as “The Meadows at Bailey Canyon” or “The Meadows Project”, includes up to 42 single-family homes (9.19 acres), roadways (3.68 acres), a public park (3.36 acres), and a grading and landscape buffer (1.07 acre). Attached as Exhibit A is an illustration of plan layout from the Specific Plan for The Meadows at Bailey Canyon.

The Congregation submitted an application for The Meadows Project to the City’s Department of Planning and Community Preservation. Once deemed complete, the Sierra Madre Planning Commission conducted public hearings to consider The Meadows Project on the following dates:

- April 7, 2022;
- May 5, 2022;
- June 2, 2022;
- July 7, 2022;
- August 4, 2022; and
- August 18, 2022.

On August 18, 2022, the Planning Commission recommended approval of The Meadows Project to the City Council by a vote of five in favor, zero against, and zero abstention.

The Sierra Madre City Council considered The Meadows Project on the following dates:

- September 15, 2022;
- September 20, 2022; and
- September 27, 2022.

On September 20, 2022, the City Council adopted Resolution No. 22-58 — by a vote of four in favor, zero against, and one abstention:

- certifying an Environmental Impact Report;
- adopting findings of fact and a mitigation and monitoring program under the California Environmental Quality Act;
- approving a General Plan land use map amendment; and
- approving a lot line adjustment.

On September 27, 2022, the City Council conducted the second reading and adopted Ordinance No. 1461 by a vote of four in favor, zero against, and one abstention — approving:

- a zoning map amendment;
- a specific plan; and
- a development agreement.

## **The Referendum**

This referendum does not protest the City Council’s decision to adopt Resolution No. 22-58, which has now taken effect. This referendum only protests the City Council’s decision to adopt Ordinance No. 1461. The individual components of Ordinance No. 1461 are discussed below.

### *Zoning Map Amendment*

The Sierra Madre Zoning Map divides the City into different use districts or zones. The Congregation’s property is currently zoned Institutional. The most common examples of institutional uses in the City are churches and schools. The amendment proposes to change the zoning designation to Single Family Residential R-1 with a Specific Plan Overlay. The amendment would allow for the construction of single-family homes as proposed by The Meadows Project.

Attached as Exhibit B is an illustration of the proposed zoning map amendment.

### *Specific Plan*

The Specific Plan is the blueprint for developing The Meadows Project. The Specific Plan is divided into the following six chapters:

- Introduction;
- Vision Statement and Guiding Principles;
- Development Plan and Standards;
- Infrastructure and Public Services Plan;
- Design Guidelines; and
- Implementation.

All 42 single-family homes proposed for The Meadows Project must be built according to the Specific Plan. Where the Specific Plan is silent as to a development standard, the Sierra Madre Municipal Code controls.

Attached as Exhibit C is an illustration of the conceptual site plan pursuant to the Specific Plan.

### *Development Agreement*

The development agreement is a contract between the City of Sierra Madre, the Congregation, and the Developer. The development agreement secures additional concessions from the Congregation and the Developer as part of the The Meadows Project that cannot be obtained through either the Sierra Madre Municipal Code or as an ordinary condition of a development approval. Those additional concessions include the following:

- The Congregation will subdivide its property (Assessor Parcel Number 5761-002-008) and record a conservation easement in favor of the City against the northern most portion above the Retreat Center;
- The Congregation will record a conservation easement in favor of the City against two additional hillside parcels (Assessor Parcel Numbers 5761-001-001 and 5760-027-013);
- The Developer will develop and dedicate to the City a public park of approximately 3.36 acres to be maintained by the City at the expense of the owners of the 42 single-family homes in The Meadows Project;
- The Developer will pay \$983,500 to the City to be used for increasing the City's supplemental water supply and offsetting the development's impact on the City's water system, in addition to any required development impact fees;
- The Developer will pay \$250,000 to the City to be used for public safety purposes, in addition to any required development impact fees.

Attached as Exhibit D is an excerpt of the development agreement with a more detailed discussion of the obligations of the respective parties.

### **Future Action Required**

Ordinance No. 1461 does not authorize the Developer to pull building permits to construct The Meadows Project. Pursuant to the development agreement, the Congregation and Developer will still need to acquire the right of way for the offsite improvement of Carter Avenue from the County of Los Angeles and secure design review permit and tentative tract map approvals from the City.

### **Action**

By signing this petition, you support requiring the City Council to either repeal Ordinance No. 1461 or submit Ordinance No. 1461 to the voters at a special or general election.

By not signing this petition, you support allowing City Council Ordinance No. 1461 to take effect.

**Public Website**

Ordinance No. 1461 is available at <https://www.cityofsierramadre.com/meadows>

# EXHIBIT A: PLAN LAYOUT

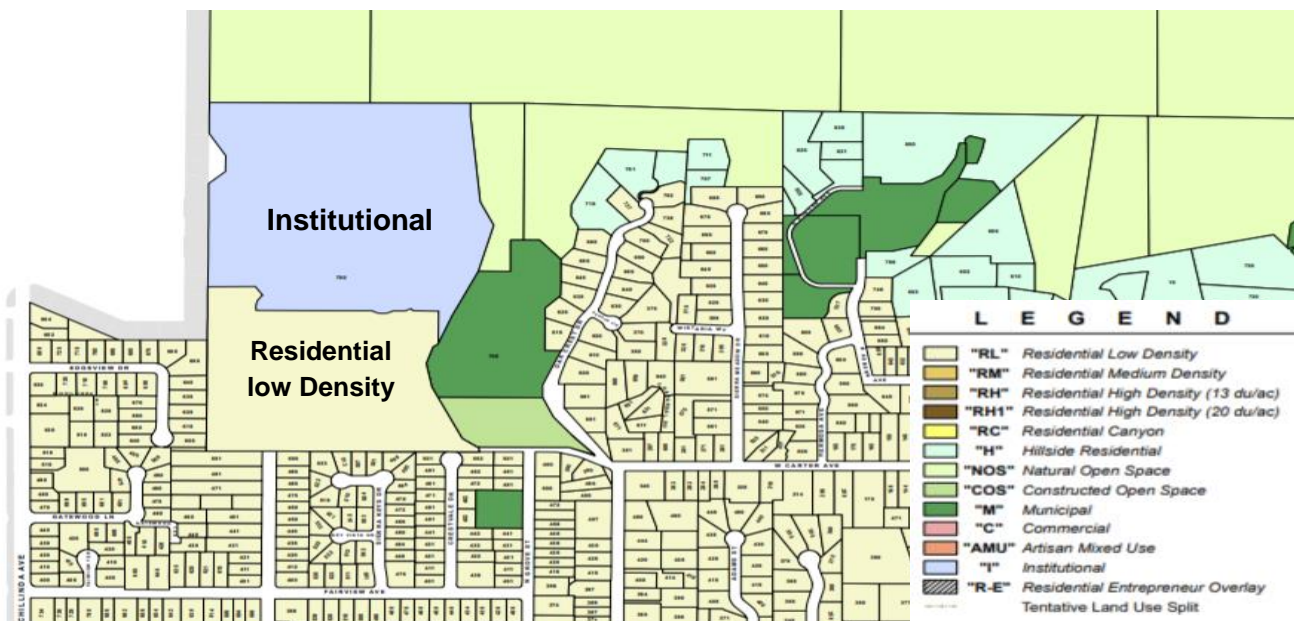


# EXHIBIT B: ZONING MAP AMENDMENT

## EXISTING ZONING



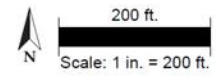
## PROPOSED ZONING



# EXHIBIT C: CONCEPTUAL SITE PLAN



Total Number of Lots = 42.



- 1-STORY
- 2-STORY
- PORCH

Note: Site plan is for illustrative purposes only and is subject to change.

## EXHIBIT D: EXCERPT OF DEVELOPMENT AGREEMENT

### 3. CONGREGATION'S OBLIGATIONS.

- (a) Subdivision of Lot. Within 24 months after the Effective Date, Congregation shall submit a complete Tentative Tract Map application and pay all required application fees, or join the Developer's application for a Tentative Tract Map in Section 4(a)(i), to subdivide the parcel identified as Assessor Parcel Number 5761-002-008 into two separate parcels in the configuration more particularly described in Attachment C, titled "**Open Space Configuration.**" The Congregation will complete a lot tie affidavit for the two parcels to ensure they cannot be transferred separately as a condition of any Tentative Tract Map approval.
- (b) Preservation of Retreat Center Open Space. As a condition of any Tentative Tract Map approval in Section 3(a), Congregation shall agree to record a conservation easement in favor of the City against the northern most parcel resulting from the subdivision and apply for a rezoning of that parcel to Open Space ("**Retreat Center Open Space**"). The easement shall prohibit future residential development in the Retreat Center Open Space in perpetuity, but shall reserve to the Congregation all subsurface rights, including but not limited to, water and mineral rights, and all development rights consistent with the permitted uses under SMMC section 17.60.020, as interpreted by the Administrative Interpretation, included as Attachment D. Neither Congregation or Developer will be required to improve or maintain the Retreat Center Open Space. Congregation's obligation under this Section 3(b) may be specifically enforced by the other Parties. The recordation of the conservation easement and application for rezoning shall occur concurrently with the recordation of the conservation easement required by subsection 3(c).
- (c) Preservation of Hillside Open Space. Within 60 days after the issuance of the first building permit for the Project, Congregation shall record a conservation easement in favor of the City against Assessor Parcel Number 5761-001-001 and against Assessor Parcel Number 5760-027-013 (the parcels are collectively referred to as the "**Hillside Open Space**"), in the configuration more particularly described in Attachment E. The easement shall prohibit future development in the Hillside Open Space in perpetuity but shall reserve to the Congregation all subsurface rights, including but not limited to, water and mineral rights. Neither Congregation or Developer will be required to improve or maintain the Hillside Open Space. Congregation's obligation under this Section 3(c) may be specifically enforced by the other Parties.

### 4. DEVELOPER'S OBLIGATIONS.

- (a) Applications for Subsequent Land Use Entitlements.
  - (i) Within 24 months after the Effective Date, Developer shall submit a complete Tentative Tract Map application and pay all required application fees. Completion of the offsite improvements discussed in Section 4(i) will be made a condition of any Tentative Tract Map approval.
  - (ii) Within 24 months after the Effective Date, Developer shall submit a complete Design Review Permit application for each of the 42 single-family detached residential units and pay all required application fees.



- (iii) Neither the Tentative Tract Map nor the Design Review Permit may be approved if the Developer is found to be in default in accordance with Section 12.
- (b) Dedication & Development of a Public Park.
- (i) Within 18 months after the approval of a Tentative Tract Map, Developer shall submit a site plan, planting plan, and a plan for the conceptual amenities for the Public Park, in accordance with Chapters 3 & 5 of the Specific Plan, to the Sierra Madre Community Services Commission for review, comment, and recommendation.
  - (ii) The Community Services Commission shall hold no more than three public hearings to review, discuss, and provide recommendations on the plans noted in this Section 4(b)(i). The City will provide notice of the public hearings to all residential addresses within a 300-foot radius of the Property, at Developer's expense. The Community Services Commission's recommendation may be appealed to the City Council pursuant to SMMC Chapter 17.66.
  - (iii) Within 60 days after the City's issuance of a Certificate of Occupancy for the 22<sup>nd</sup> single-family residential unit in the Project, Developer will complete the development of the Public Park in accordance with Chapters 3 & 5 of the Specific Plan and the Community Services Commission's recommendation. City agrees that it shall not unreasonably delay the acceptance of the Public Park land and improvements. The period of the Developer's warranty of the Public Park improvements shall be limited to two years following the notice of completion of the Public Park improvements.
- (c) Financing of Certain Public Facilities.
- (i) Prior to the dedication of the Public Park to the City, Developer must provide a mechanism for funding the maintenance of certain public improvements including, but not limited to, the Public Park, as well as other permitted public functions as may be agreed upon by the Parties. Funding options include formation of a CFD formed pursuant to the provisions of the Mello Roos Community Facilities Act of 1982 (Gov. Code § 53331 *et seq.*). The Parties hereto, by this provision, shall not prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD, so long as the CFD includes only the 42 residential lots on the Development Parcel and not land retained by the Congregation or to be transferred to the Congregation. Formation of any CFD assessment district or other public financing mechanism within the Development Parcel shall be subject to City's ability to make all findings required by applicable law and comply with all applicable legal procedures and requirements including, without limitation, City's public financing district policies as such policies may be amended from time to time.
  - (ii) Developer will be responsible for all costs incurred related to CFD formation, or other funding mechanism, including the cost of any legal, staff, or CFD consultant fees.
- (d) Attainment of Net Zero Water.

- (i) Developer will pay \$983,500 to implement “**Net Zero**” water use strategies, which are intended to create a water-neutral development where the amount of supplemental water purchased and stored and the amount of water use offset by water-efficient improvements are equal to the development’s total impact to the City’s water system.
- (ii) The payment provided in Section 4(d)(i) will be paid in installments prior to the City’s issuance of a building permit associated with each residential unit. Each installment shall be equal to the pro rata share of the payment required by Section 4(d)(i) at the time the building permit is issued.
- (iii) The payment contemplated in Section 4(d)(i) will be used for any of the following purposes at the sole discretion of the City Council:
  - (A) For the purchase of supplemental replenishment water from SGVMWD. Upon sale, SGVMWD will transfer the water to the City, which will store the water in the City's Main San Gabriel Valley Basin Cyclic Storage Account.
  - (B) To implement a program replacing existing lawns of residential units with drought tolerant landscaping.
  - (C) To reduce water distribution system water loss by investing in the City's water main replacement program.
- (e) Construction of Utilities.
  - (i) Developer will underground all newly constructed onsite utilities (the “**Newly Constructed Utilities**”) in consultation with the City’s Departments of Planning and Community Preservation and Public Works. Developer will not be required to underground existing utilities, including, without limitation, those utilities along the westerly edge of the Property.
  - (ii) Developer will submit a site plan for utilities concurrently with its Tentative Tract Map application.
  - (iii) The Newly Constructed Utilities to be undergrounded would include (to the extent applicable):
    - (A) Water
    - (B) Sewer
    - (C) Storm drains
    - (D) Gas
    - (E) Cable
    - (F) Phone

- (G) Fiber
  - (H) Electricity
  - (I) Storm water retention and treatment facilities
  - (J) Any other utilities the City deems necessary for inclusion in the Project
- (f) Construction of Low Impact Development Improvements. Developer will be responsible for implementing Best Management Practices consistent with SMMC Chapter 15.58 and the City's National Pollutant Discharge Elimination Permit Municipal Separate Storm Sewer System permit.
- (g) Payment of Development Impact Fees.
- (i) Developer will pay all Public Facilities Impact Fees prior to the issuance of each respective building permit pursuant to SMMC Chapter 15.52.
  - (ii) Developer will pay the Art in Public Places Fee upon applying for building permits pursuant to SMMC Chapter 17.90.
  - (iii) Developer will pay the Park Facility Fee in lieu of donating land upon applying for building permits, as provided in SMMC Chapter 16.44. The recordation of a conservation easement on the Retreat Center Open Space and the Hillside Open Space in Section 3 or the donation by the Congregation of the Public Park in Section 4(b) and any improvements thereon, will not be credited against the Park Facility Fee for purposes of the Quimby Act (Gov. Code § 66477) or SMMC Chapter 16.44.
  - (iv) Developer's payment under Section 4(d) will not be credited against the Water Facility Fee.
  - (v) In any action to collect the Public Facilities Impact Fees or any portion thereof, the City shall be entitled to its costs of enforcement and collection, including any attorneys' fees.
- (h) Encourage Electric Appliances.
- (i) Developer will make all necessary utility upgrades to provide each home with the option to have all electric appliances.
  - (ii) Developer will furnish a model home with all electric appliances and make available educational pamphlets that explain the benefits of electric appliances.
  - (iii) Developer will erect onsite signage and maintain a website that explains the benefits of electric appliances and how to maximize their value.
  - (iv) Developer will ensure that each home is Energy Star certified.
  - (v) Developer will promote full electrification of the Project, including creating a video, website, and pamphlets to communicate the installation of all electric appliances, their use, and their benefit to the environment and homeowner. The

developer will conduct a minimum of 4 electric cooking demonstrations to demonstrate the availability of electric induction cooking appliances.

- (i) Construction of Offsite Improvements.
  - (i) Within 24 months after the Effective Date, Developer shall make all commercially reasonable efforts to acquire the right of way for the offsite improvement of Carter Avenue from the County of Los Angeles (the “**Carter Avenue Right of Way**”) and obtain all required approvals from the County of Los Angeles for the construction of Carter Avenue offsite improvements. City shall cooperate with, and support as needed, Developer’s efforts to obtain the Carter Avenue Right of Way and all required approvals. In the event the Carter Avenue Right of Way is acquired, Developer shall enter into an improvement agreement with the City for the construction of the Carter Avenue offsite improvements consistent with Attachment F, titled “**Construction of Offsite Improvements.**” Developer will also post security for the completion of the improvements as provided in the California Subdivision Map Act and Section 4(l).
  - (ii) Acquisition of the Carter Avenue Right of Way shall be a prerequisite to the recordation of the final tract map. Construction of Offsite Improvements must commence before the issuance of the first building permit for the Project. Construction of Offsite Improvements must be completed prior to the issuance of the 11th building permit for the Project.
- (j) Payment of Administrative Fees. Developer agrees to pay all application fees, processing fees, plan check fees, inspection fees and other administrative fees adopted to cover the City’s cost of processing the Entitlements and implementing approvals, provided that said fees are applied on a City-wide basis.
- (k) Reimbursement of Inspection Costs. Developer shall reimburse the City for its cost in hiring a third-party inspector to inspect the work performance and materials of the public improvements associated with the Project.
- (l) Payment of Security Bond. Pursuant to Government Code section 66499.3, subdivision (a), Developer will pay an amount equal to 100 percent of the total estimated cost of the improvements contemplated in Sections 4(b), (e), (f), and (i) as a security bond to guarantee and warranty the public improvements for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished. The security bond(s) shall be posted prior to the issuance of the first building permit.
- (m) Reporting.
  - (i) Within 30 days of the one-year anniversary of the Effective Date and continuing annually thereafter until the date on which a Certificate of Occupancy is issued for the last single-family residential unit of the Project, Developer will submit an annual report to the City pursuant to Government Code Section 65865.1 (the “**Annual Report**”).

- (ii) The Annual Report will include a progress report, a list of remaining tasks and the expected date of completion for the following items:
  - (A) Recordation of the conservation easements and lot tie affidavit pursuant to Section 3;
  - (B) Application for subsequent land use entitlements pursuant to Section 4(a);
  - (C) Design, dedication, and development of the Public Park pursuant to Section 4(b);
  - (D) Formation of a CFD pursuant to Section 4(c);
  - (E) Attainment of Net Zero Water pursuant to Section 4(d);
  - (F) Construction of Utilities pursuant to Section 4(e);
  - (G) Construction of low impact development improvements pursuant to Section 4(f);
  - (H) Payment of Development Impact Fees pursuant to Section 4(g);
  - (I) Initiatives to encourage electric appliances pursuant to Section 4(h); and
  - (J) Progress on the completion of the offsite improvements pursuant to Section 4(i).
- (n) Upon approval of a Tentative Tract Map pursuant to Section 4(a)(i) and issuance of a Design Review Permit pursuant to Section 4(a)(ii), Developer shall pay the City \$250,000 to be used for public safety purposes.
- (o) The Project will abide by the City's Water Efficient Landscape Ordinance, set forth in Chapter 15.60 of the SMMC, in effect at the time the building permits are issued. The Maximum Applied Water Allowance calculations in Section 4.4.2 of the Specific Plan will be revised to comply with this Section 4(o).

## 5. CITY'S OBLIGATIONS.

- (a) Vested Rights and Development Impact Fees. In consideration of the foregoing Congregation and Developer Obligations and in accordance with the provisions of Government Code Section 65864 et seq., the Developer has a vested right to develop the Project in accordance with the Entitlements as approved by the City. This Agreement also freezes all development impact fees in place as of the Effective Date as described in Resolution No. 21-31, subject to the annual escalator as approved by City Council, attached to this Agreement as Attachment G, titled "**Fee Resolution**". The City will not impose any new or increased development impact fees on the Developer as part of this Project.
- (b) Preliminary Development Permits. City agrees that Developer may apply for and the city shall process all grading permit, model home permit, and temporary occupancy permit applications for model homes and related sales facilities in advance of the recordation of the Project final map.

- (c) Third Party Plan Check. Within 30 days of the submission of a tentative map, final map, grading plans, improvement plans, landscape plans or other construction documents by Developer, the City shall hire, at Developer's sole cost and expense, a qualified, third-party consultant to review and process any such plans ("**City Consultant**"). Developer and the City shall agree upon a schedule for completion of City Consultant's review of the plans; however, in no event shall City Consultant's review be completed later than six months after the plans are submitted to the City.
- (d) Third Party Inspector. Within 30 days of Developer's application for building permits, the City will contract with a third party inspector to inspect the public improvements associated with the Project. The public improvements to be inspected include:
- (i) Sidewalks;
  - (ii) Curbs and Gutters;
  - (iii) Streets;
  - (iv) Water Infrastructure;
  - (v) Sewer Infrastructure;
  - (vi) Gas Infrastructure;
  - (vii) Electric Infrastructure;
  - (viii) Communication Infrastructure;
  - (ix) Storm Drains;
  - (x) Landscaping and Sprinkler Systems; and
  - (xi) Park Infrastructure.
- (e) Annual Review.
- (i) Pursuant to Government Code section 65865.1, the City will review the Annual Report and determine whether Developer has complied in good faith with the terms and conditions of this Agreement.
  - (ii) Within 30 days of Developer's submission of an Annual Report, the Sierra Madre Director of Planning and Community Preservation ("**Director**") will deem the Annual Report complete, request additional information or determine that Developer has not complied in good faith with the terms and conditions of this Agreement. If Director fails to respond to Developer within such 30-day period, the Annual Report shall be deemed complete.
  - (iii) The City may seek the remedies described in Section 12 if
    - (A) Developer fails to submit the Annual Report or Director determines Developer is out of compliance; and

- (B) in each case, Developer fails to cure such breach prior to the expiration of the applicable cure periods.