



staff report

TO: Honorable Chairman and Members of the Planning Commission

ATTENTION: Rowena Genilo-Concepcion, Interim Director of Planning and Building Services

FROM: Kathryn Brun, Assistant Planner

SUBJECT: Consideration and possible action to conduct a public hearing to consider an application from John Giries (representing The Stand Up Comedy Theatre) for a Use Determination, Minor Conditional Use Permit and Conditional Use Permit, and adopt Resolution No. PC 18-08 – A Resolution approving (1) a Use Determination that a proposed comedy theater is similar to: (a) other public assembly uses that are subject to a Minor Conditional Use Permit (MCUP) if the total gross floor area is less than 5,000 square feet, and (b) other uses with incidental on-site sale of alcohol within the Town Center (TC) District; (2) Minor Conditional Use Permit Case No. MCU 18-01 to allow a 2,650-square foot comedy theater within an existing building; and (3) Conditional Use Permit Case No. CU 18-05 to allow on-site sale of alcohol (Type 48-On Sale General for Public Premises) as an incidental use to the comedy theater. The subject property is located within Area 1 of the TC District at 9831 Belmont Street.

DATE: June 18, 2018

RECOMMENDATION

1. Open the public hearing, receive testimony, close the public hearing, consider the evidence, and adopt Resolution No. PC 18-08; or
2. Alternatively, discuss and take other action related to this item.

PUBLIC NOTICE

A Notice of Public Hearing was published in the Herald American (Bellflower Edition) newspaper on June 7, 2018. Public hearing notices were sent on June 5, 2018 to 59 property owners within a 300' radius of the project area and posted at City Hall, Brakensiek Library, Bellflower Substation, Thompson Park, Simms Park, and Caruthers Park. A public hearing notice was also posted on the subject site on June 7, 2018. As of the writing of this staff report, the City has not received any correspondence.

CEQA STATUS

Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), an environmental assessment has been conducted for this project. This project

has been determined to be Categorically Exempt (Class 1, § 15301) because the proposed project consists of a negligible expansion of the use. (**Attachment A**)

BACKGROUND

- **Project Data**

Property Owner:	City of Bellflower
General Plan Land Use Designation:	“C” Commercial
Zoning Classification:	Town Center (TC), Area 1
Property Size:	4,640 square feet
Current Development:	Theater
Previous Applications/Entitlements:	Resolution No. 18-09 – Lease Agreement File No. 793 for a lease agreement between The Stand Up Club and the City of Bellflower (Attachment F) Resolution No. 01-28 – CUP Case No. CU 01-12 to allow a theater
Surrounding Land Uses and Zoning:	
North	TC zone; Public Use (Town Center Plaza)
South	R-3 zone; Residential Use (Senior Housing)
West	TC zone; Commercial Use (Former Deli)
East	TC zone; Commercial Use (Market)

The property is located on the north side of Belmont Street bounded by Bellflower Boulevard on the west and Adenmoor Avenue on the east. It is developed with a 2,650-square foot, one-story building that was constructed in 1954; and the building is attached to other buildings/tenants on the east and west sides. There are no onsite parking spaces. City owned public parking lots are utilized by the patrons of the current establishment. The previous tenant, Youth Cultural Arts Foundation (“YCAF”) was established on May 21, 2001 and includes 42 permanent seats. The theater has been used for rehearsals and at least four productions per year of children and community performances.

- **Request**

The request includes the following: 1) a Use Determination that the proposed comedy theater is similar to: (a) other public assembly uses that are subject to a Minor Conditional Use Permit (MCUP) if the total gross floor area is less than 5,000 square feet, and (b) other uses with incidental on-site sale of alcohol within the TC District; 2) an MCUP for public assembly at the 2,650-square foot existing building with 150 permanent seats; and 3) a Conditional Use Permit (CUP) for incidental on-site sale of alcohol (Type 48 – On Sale General for Public Premises). While the existing CUP for theater use is still valid, the proposed comedy theater with alcohol service and the increase of 108 seats warrants a new entitlement for the theater use which due to

updates in the Bellflower Municipal Code (BMC) now falls under the public assembly use category.

- ***Theater Operation***

The Applicant is proposing to convert the existing Bellflower Theater to host comedy shows. As proposed, there will be eight performances a week: one show each on Wednesday and Sunday and two shows each on Thursday, Friday and Saturday. Each show would feature one to two comics and runs approximately 60-90 minutes long. All shows would be in the evening, with the hours of operation for comedy shows between 5:30 p.m. and 12:00 a.m.; it is anticipated that shows include an hour for setup and an hour for clean up each day. The Applicant is also proposing to use the theater up to seven days a week between the hours of 12:00 p.m. and 9:00 p.m. as a rental space for comics to record podcasts utilizing the theater's state-of-the art sound system.

At this time the Applicant is not proposing any food service but is looking into providing prepared food and/or securing an agreement with a local restaurant to provide prepared food in the future. There will be a two item minimum order for each patron during the show, which is the industry standard. The minimum age of entrance is 21 years, as required by the State Department of Alcoholic Beverage Control (ABC), and there will be a host at the door checking identification. There will be 11-12 employees per show consisting of five-six waitresses, two security guards, one hostess, one audio/video technician, one bartender, one bartender's assistant, one talent agent responsible for scheduling shows, one social media specialist and a manager ("Applicant") who will oversee the operation.

- ***Security Personnel***

The Applicant is proposing to hire two unarmed security guards, one stationed at each entrance, during all days and times of proposed shows. The security guards are trained and hired from Shield National Security, Inc. Additional security guards may be required, per the Director of Public Safety, or designee, per the conditions of approval (***Resolution No. 18-08, Condition No. 40***).

- ***Floor Plan Layout***

The building is rectangular in shape and is accessible from the front entrance on Belmont Street and the rear exit at the Town Center Plaza. Currently there are two doors and a ticket box at the front of the building. The door to the east of the ticket box is proposed to remain and become the main entrance to the comedy theater. The door to the west of the ticket box is proposed to be removed. Patrons will enter the theater, up to one hour before show time, through the main entrance on Belmont Street. At the end of the show, the Applicant is proposing that patrons exit from the rear of the building into the Town Center Plaza. To control noise and prevent disturbances to neighboring residences to the south, a condition of approval is recommended to ensure that patrons always exit to the rear (***Resolution No. 18-08, Condition No. 27***). The Applicant is proposing significant interior tenant improvements that will include gutting the interior and installing a new stage, office, green room, sound room, three restrooms and a bar

with employee access only. The proposed layout includes a total of 150 seats all arranged around tables. Eight seats are arranged at tables around the stage. Six tables are arranged with booth style seating for four people at each table and the remaining 118 seats are arranged around nine tables.

- **Crime Statistics and Concentration of Alcohol Licenses**

The subject site is located within Crime Reporting District No. 1334. This District contains a total of 767 offenses which exceeds 120% of the average number of offenses per district (455.6); consequently, the site is considered to be located within a high crime district. **(Attachment D)**

Additionally, the site is located within Census Tract No. 5542.04. Based on the ratio of licenses to population in the subject census tract, in comparison to the ratio of licenses to population for the entire county, the Department of Alcohol Beverage Control (ABC) allows four on-sale licenses. According to ABC's data (shown below in Table 1.0), there are currently nine on-sale licenses. However, there are actually ten on-sale licenses as Hambones Bar & Grill has an incorrect census tract number in the ABC system. **(Attachment E)** Additionally, the Planning Commission recently approved a CUP for a Type 47, On-sale general- eating place, license for SteelCraft LP which has not yet obtained an ABC license and therefore not reflected in the table.

Table 1.0 Alcohol Licenses within Census Tract 5542.04

No.	Address	Establishment	Use	License Type
1.	16426 Bellflower Blvd	Elks Lodge	Social Organization	51 (Club)
2.	16515 Bellflower Blvd	Bo's Cigar Lounge	Cigar Lounge	42 (On-sale beer and wine)
3.	16530 Bellflower Blvd	Kalaveras	Restaurant	47 (On-sale general - eating place)
4.	16601 Bellflower Blvd	Ricci's Restaurant	Restaurant	41 (On-sale beer and wine)
5.	16600 Bellflower Blvd	Bellko Korean BBQ	Restaurant	41 (On-sale beer and wine)
6.	16639 Bellflower Blvd	Johnny Rebs	Restaurant	47 (On-sale general - eating place)
7.	16728 Bellflower Blvd	French Quarter Bar & Grill	Restaurant	47 (On-sale general - eating place)
8.	9825 Belmont St	Hambones Bar & Grill	Restaurant	41 (On-sale beer and wine)
9.	16610 Bellflower Blvd	Hello Sushi	Restaurant	41 (On-sale beer and wine)
10.	15920 Clark Ave	Daru Sushi	Restaurant	41 (On-sale beer and wine)
11.*	9831 Belmont St	The Stand Up Comedy Theatre	Theater	48 (On-sale general for public premises)

*Proposed

DISCUSSION

- ***Town Center (TC) District vs Bellflower Village Overlay Zone – North (BVOZ-N)***

The TC District and BVOZ-N have different development standards. The overlay zone was created to provide zoning options and development standards to promote the rehabilitation or redevelopment of properties. Projects that meet the requirements of the BVOZ-N, including public assembly uses, may provide off-site parking pursuant to the provisions of an agreement. In addition, all public assembly uses with a total gross floor area of less than 5,000 sq.ft. are subject to an Administrative Conditional Use Permit (ACUP). The subject property is located in both the TC District and the BVOZ-N, however the proposed project does not qualify for consideration under the BVOZ-N because there is no change in occupancy, no new construction and the proposal only includes tenant improvements.

- ***Use Determination***

Table 17.48.040 (C)(5) (Permitted, Conditionally Permitted, and Not Permitted Uses) of the BMC lists various uses that are permitted by right, conditionally permitted or not permitted. Because at times there may be uses proposed that may not be listed or may fit within a particular type of use, BMC § 17.48.050 (Use Determination) allows the Planning Commission to determine if an unlisted use may be permitted, conditionally permitted or not permitted on the basis of similarity of the uses listed on Table 17.48.040.

- A. Public Assembly Uses – Based on Table 17.48.040 (C)(5), public assembly uses within the TC District require a CUP. However, beneath the table in the notes section there is an exception that *“in areas where art galleries, museums, mortuaries, and religious facilities are conditionally permitted, they may allowed with a Minor Conditional Use Permit if the total gross floor area proposed is less than 5,000 square feet”*.

BMC § 17.48.125 defines Public Assembly Uses in the TC as: *“any use that is established for the purpose of: 1) gathering, deliberating, worshipping, educating, entertaining, or conducting workshops including, without limitation, banquet halls, educational institutions (which are permitted on second floor and above only), fitness centers, martial arts/karate studios, commercial recreational facilities (e.g., bowling alleys, skating), dance studios, and theaters; or 2) establishing a permanent, headquarters-type and meeting facility for organizations including, without limitation, bridge/chess/go clubs, religious facilities, and fraternal halls.”*

Since theaters, like religious facilities, are considered public assembly uses, Staff recommends that the Planning Commission determine that since the

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public assembly use is on a property of less than 5,000 square feet and listed on the public assembly under BMC § 17.48.125, an MCUP is required.

- B. Incidental On-site Sale of Alcohol – Table 17.48.040 (B)(27)(a) conditionally permits cocktail lounges (e.g., bar, tavern, pub, brew pub) including ancillary non-adult business oriented entertainment operated independent of a restaurant. Similar to a cocktail lounge, an incidental on-site sale of alcohol with entertainment requires a CUP, and is also subject to additional approvals from ABC and an entertainment permit. However, the operation of the proposed theater is different from the operation of a cocktail lounge because it is not open to the general public rather customers must have a ticket for a performance to enter and purchase alcoholic beverages. Staff recommends that the Planning Commission determine that since the incidental on-site sale of alcohol use is similar to a cocktail lounge a CUP is required.

- ***Parking Spaces & Location***

Based on the number and type of seats and the cumulative gross square footage of the auxiliary rooms, the required number of parking spaces for the project is 41. A breakdown of the required parking is shown in **Attachment B**. Portions of the proposed layout that are outside of the seating area are considered to be “non-theater related use” and the parking is calculated at the TC District parking ratio of one parking space for every 400 gross square feet of floor area (BMC § 17.48.210 (A) Parking and Driveway Requirements). This includes the office (109.56 sq.ft.), green room (107.14 sq.ft.), restrooms (206.34 sq.ft.), sound room (31.89 sq.ft.), bar (163.52 sq.ft.) ticket box (42.25) and stage (96.55 sq.ft.). All public assembly uses are calculated based on the number of seats and require one parking space for every four permanent seats (BMC § 17.48.125(A) Public Assembly Uses). The BMC does not define “permanent seat” however based on the proposed floor plan, the tables and chairs are laid out in a manner that fixed are therefore 126 seats are calculated at the permanent seat ratio. There are an additional six tables with booth seating proposed. While the proposed floor plan shows four seats at each booth table, booth seating is akin to a row of seating and therefore calculated based on the linear inches. A condition of approval is recommended to ensure that the total number of seats does not exceed 150 (**Resolution No. 18-08, Condition No. 29**).

Currently the subject property has no on-site parking. Prior to the construction of the Town Center Plaza, the subject property included two on-site parking spaces. The Town Center Plaza removed the on-site parking in addition to a City owned public parking lot that was also directly north of the property. BMC § 17.48.125 (A) requires that parking for a public assembly use in the TC District, be located on the same property where the public assembly use is proposed, with the exception of properties that are located within the TC Parking District. The TC Parking District is synonymous with the Parking District No. 1 which only includes properties south of Mayne Street, north of Flower Street and west of the centerline of Bellflower Boulevard. As the subject property is located to the east of Bellflower Boulevard, it is not located in the TC Parking District.

PROJECT ANALYSIS

- ***Bellflower Municipal Code***

Use Determination - Pursuant to BMC § 17.48.050 of the TC District, if a use is not specifically listed as permitted, conditionally permitted, or not permitted on Table 17.48.040 (Permitted, Conditionally Permitted, and Not Permitted Uses), then a Use Determination must be made by the Planning Director and is subject to Commission approval. Before the Commission grants approval, it must find that the project meets all the conditions pursuant to BMC Subsection 17.48.050. As proposed, the project meets all five findings and the findings and analysis are outlined in Resolution No. PC 18-08. **(Attachment A)**

Minor Conditional Use Permit (MCUP) - Pursuant to BMC § 17.48.040 (Note 3) of the TC District, in areas where art galleries, museums, mortuaries, and religious facilities are conditionally permitted, they may be allowed with a Minor Conditional Use Permit if the total gross floor area proposed is less than 5,000 square feet. Before the Commission grants approval of an MCUP, it must find that the project meets all the conditions pursuant to BMC Subsection 17.98.040. As proposed, the project meets all four findings and the findings and analysis are outlined in Resolution No. PC 18-08. **(Attachment A)**

Conditional Use Permit (CUP) - Pursuant to BMC § 17.48.040 (B)(27) of the TC District, cocktail lounges including ancillary non-adult business oriented entertainment, operated independent of a restaurant, are subject to a Conditional Use Permit. Before the Commission grants approval of a CUP, it must find that the project meets all the conditions pursuant to BMC Subsection 17.96.040. As proposed, the project meets all four findings and the findings and analysis are outlined in Resolution No. PC 18-08. **(Attachment A)**

Available Parking – Pursuant to BMC § 17.48.125 (A), parking for public assembly uses in the TC District must be provided on-site. The subject site does not have any on-site parking. As a City-owned property, the City executed Lease Agreement File No. 793, with the Applicant for a 30-year lease. The lease agreement does not currently include parking, but as a City-owned property the City will amend Lease Agreement File No. 793 to include use of public parking areas. In addition to the surface City Hall public parking lots, the Applicant may have access to the County of Los Angeles-owned parking structure at 9951 East Flower Street. While the parking structure is County-owned, Joint Use Agreement File No. 119.1, allows for the City to utilize the parking structure to support parking capacity for events in the Town Center. In order to allow for off-site parking through an amended lease agreement, Staff will initiate an a Zoning Ordinance Text Amendment (ZOTA) to the Commission to allow public assembly uses in the TC District to transfer required on-site parking to off-site parking lots subject to a parking agreement and initiate an Urgency Ordinance and regular Ordinance for the ZOTA to City Council. A condition has been included to address the ZOTA and Ordinances. **(Resolution No. 18-08, Condition No. 33)**

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The City Hall surface parking lots include 28 parking spaces in the Belmont Street lot, 83 parking spaces in the Civic Center Drive lot and the parking garage has a total of 273 parking spaces. The 384 available public parking spaces are sufficient to handle the 41 required parking spaces. Additionally, patrons could utilize the nearby TC Area 1 City-owned public parking lots, when available.

In addition, there are 57 additional parking spaces available in the TC District based on the existing public parking lots and the future parking structure (anticipated completion within three years). The Applicant also took aerial photographs over three weekends, during the peak days and hours of Friday and Saturday between 7:00 p.m. and 9:00 p.m. When the photographs were taken, there were between 70-141 available parking spaces in the public parking lots. (**Attachment G**)

Entertainment Permit - Pursuant to BMC § 5.36.030 (D), dance and entertainment permits are not required for entertainment conducted solely on or at any premises or location which is owned or operated by, or leased by, the United States, State of California, County of Los Angeles, or any agency or subdivision thereof, or any school district. As the subject property is owned by the City and leased to the Applicant it is exempt from the requirements of an entertainment permit.

ATTACHMENTS

- A. Resolution No. PC 18-08
- B. Timeline and Development Standards
- C. Aerial, Assessor's Map, Zoning Map and General Plan Map
- D. ABC Correspondence
- E. ABC Map of Alcohol Licenses
- F. Lease Agreement File No. 793 and Resolution No. 18-09
- G. Request, Documents and Project Plans Submitted by Applicant (Including Parking Assessment)

ATTACHMENT A

Resolution No. PC 18-08 (Findings/Exhibit A)

CITY OF BELLFLOWER

RESOLUTION NO. PC 18-08

A RESOLUTION APPROVING: (1) A USE DETERMINATION THAT A PROPOSED COMEDY THEATER IS SIMILAR TO: (A) OTHER PUBLIC ASSEMBLY USES THAT ARE SUBJECT TO A MINOR CONDITIONAL USE PERMIT (MCUP) IF THE TOTAL GROSS FLOOR AREA IS LESS THAN 5,000 SQUARE FEET, AND (B) OTHER USES WITH INCIDENTAL ON-SITE SALE OF ALCOHOL WITHIN THE TOWN CENTER (TC) DISTRICT; (2) MINOR CONDITIONAL USE PERMIT CASE NO. MCU 18-01 TO ALLOW A 2,650-SQUARE FOOT COMEDY THEATER WITHIN AN EXISTING BUILDING; AND (3) CONDITIONAL USE PERMIT CASE NO. CU 18-05 TO ALLOW ON-SITE SALE OF ALCOHOL (TYPE 48-ON SALE GENERAL FOR PUBLIC PREMISES) AS AN INCIDENTAL USE TO THE COMEDY THEATER. THE SUBJECT PROPERTY IS LOCATED WITHIN AREA 1 OF THE (TC) DISTRICT AT 9831 BELMONT STREET. APPLICANT: JOHN GIRIES (REPRESENTING THE STAND UP COMEDY THEATRE)

THE PLANNING COMMISSION RESOLVES AS FOLLOWS:

SECTION 1: *Recitals.* The Planning Commission finds and declares as follows:

- A. On May 21, 2018, Mr. John Giries, representing The Stand Up Comedy Theatre (the "Applicant"), filed an Application and submitted plans May 21, 2018, May 30, 2018 and May 31, 2018 seeking a Use Determination, a Minor Conditional Use Permit for public assembly use and a Conditional Use Permit to allow on-site alcohol sales as an incidental use to a theater, within Area 1 of the TC, on property located at 9831 Belmont Street;
- B. The Application was reviewed by the City's Department of Planning and Building Services for, in part, consistency with the General Plan and conformity with the Bellflower Municipal Code ("BMC");
- C. Notice of Public Hearing before the Planning Commission was duly given and published in the time, form, and manner as required by law;
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"); CEQA, CEQA Guidelines and Bellflower Guidelines collectively referred to as "CEQA Regulations");
- E. The Department of Planning and Building Services completed its review and scheduled a public hearing regarding the Application before this Planning Commission for June 18, 2018; and
- F. The Planning Commission considered the information provided by City Staff, public testimony, and the Applicant. This Resolution, and its findings, are made based upon the evidence presented to the Planning Commission at its June 18, 2018 hearing.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds as follows:

- A. The Applicant seeks a Use Determination, a Minor Conditional Use Permit for a public assembly use and a Conditional Use Permit to establish on-site alcohol sales at 9831 Belmont Street (“Project Site”);
- B. The Project Site is accessible from Belmont Street, a 60’-0” wide right-of-way collector street;
- C. The Project Site is located within Area 1 of the Town Center (TC) District with a General Plan – Land Use Designation of “C” (Commercial); and
- D. The Project Site is bounded to the north by public plaza; to the south by a senior housing development; to the east by a retail store; and to the west by a restaurant; and
- E. The Project Site is approximately 4,640-square feet and is currently developed with one 2,650-square foot building.

SECTION 3: *Environmental Assessment.* Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), an environmental assessment has been conducted for this project. This project has been determined to be Categorically Exempt (Class 1, § 15301) from the provisions of CEQA (Existing Facilities) because the proposed project consists of a negligible expansion of the use.

SECTION 4: *Notice of Exemption.* The Director of Planning and Building Services, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062; and any other applicable law.

SECTION 5: *Use Determination Findings and Conclusions for similar public assembly uses.* The Planning Commission finds the following facts exist:

- A. *That the proposed use is of similar intensity to other uses permitted or conditionally permitted in the Town Center District.*

The proposed 2,650-square foot comedy theater is considered a public assembly use based on the definition provided in the Bellflower Municipal Code (BMC). Public assembly use is defined as any use that is established for the purpose of: 1: gathering, deliberating, worshiping, educating, entertaining, or conducting workshops (e.g., theaters); or 2: establishing a permanent, headquarters-type and meeting facility for organizations (e.g., religious facilities). In areas where religious facilities are conditionally permitted, they may be allowed with a Minor Conditional Use Permit (MCUP) if the total gross floor area proposed is less than 5,000 square feet. Theaters and religious facilities are both defined as public assembly uses, have the same public assembly use requirements and the proposed use does not have a higher degree of intensity.

- B. *That the proposed use meets and conforms to the applicable goals, objectives, and policies of the General Plan.*

The proposed use is consistent with the Land Use Element of the General Plan, Goal 2, Policy 2.4, which is to promote recreational, cultural, entertainment, and employment opportunities to meet the needs of the community. In addition, the proposal is consistent with Town Center Policy 1, to promote Town Center as the commercial, entertainment, social, and civic hub of the community.

- C. *That the proposed use meets and conforms to the purpose and intent statement of the Town Center District.*

The proposed use does meet and conform to the purpose and intent of the Town Center (TC) District which is to provide for the development and redevelopment of the City's downtown area. Objective 3 of the purpose and intent chapter is to promote entertainment activities which is consistent with the proposed use. Additionally, the proposed façade improvements to the Art Deco style building will meet objective 4 which is to respect established traditional building designs.

- D. *That the proposed use is compatible with surrounding land uses and will not be detrimental to the health, safety, morals, comfort, convenience, aesthetic, and welfare of the City's residents.*

The proposed use is consistent with the previous theater use and compatible with surrounding land uses within the Town Center (TC) District and will not be detrimental to the health, safety, morals, comfort, convenience, aesthetic, and welfare of the City's residents because public assembly uses are either minor conditionally approved uses or conditionally approved uses and any potential detrimental impacts posed by the use have been addressed in the conditions or approval.

- E. *That the proposed use shall share characteristics common with, and not be of greater intensity, density, or generate more environmental impact, than those uses listed in the Town Center District (Table 17.48.040 Permitted, Conditionally Permitted, and Not Permitted Uses) in which it is located.*

The proposed use shares characteristics common with, and will not be of greater intensity, density, or generate more environmental impact, than other similar public assembly uses (i.e. religious facilities), which are permitted in the Town Center (TC) District via a minor conditional permit when the total gross floor area is less than 5,000 square feet.

SECTION 6: *Use Determination Findings and Conclusions for incidental on-site sale of alcohol.* The Planning Commission finds the following facts exist:

- A. *That the proposed use is of similar intensity to other uses permitted or conditionally permitted in the Town Center District.*

The proposed use with incidental on-site alcohol sales is similar to a cocktail lounge, operated independent of a restaurant, which is a conditionally approved use in the Town Center (TC) District. The proposed comedy theater will only sell alcoholic beverages to patrons with a valid ticket to the theater and therefore the proposed use does not have a higher degree of intensity compared to cocktail lounges.

- B. *That the proposed use meets and conforms to the applicable goals, objectives, and policies of the General Plan.*

The proposed use is consistent with the Land Use Element of the General Plan, Goal 2, Policy 2.4, which is to promote recreational, cultural, entertainment, and employment opportunities to meet the needs of the community. In addition, the proposal is consistent with Town Center Policy 1, to promote Town Center as the commercial, entertainment, social, and civic hub of the community.

- C. *That the proposed use meets and conforms to the purpose and intent statement of the Town Center District.*

The proposed use does meet and conform to the purpose and intent of the Town Center (TC) District which is to provide for the development and redevelopment of the City's downtown area. Objective 3 of the purpose and intent chapter is to promote entertainment activities which is consistent with the proposed use. Additionally, the proposed façade improvements to the Art Deco style building will meet objective 4 which is to respect established traditional building designs.

- D. *That the proposed use is compatible with surrounding land uses and will not be detrimental to the health, safety, morals, comfort, convenience, aesthetic, and welfare of the City's residents.*

The proposed incidental on-site sale of alcohol use is compatible with surrounding land uses within the Town Center (TC) District and will not be detrimental to the health, safety, morals, comfort, convenience, aesthetic, and welfare of the City's residents because the incidental serving of alcohol is a conditionally approved use and any potential detrimental impacts posed by the use have been addressed in the conditions or approval.

- E. *That the proposed use shall share characteristics common with, and not be of greater intensity, density, or generate more environmental impact, than those uses listed in the Town Center District (Table 17.48.040 Permitted, Conditionally Permitted, and Not Permitted Uses) in which it is located.*

The proposed use shares characteristics common with, and will not be of greater intensity, density, or generate more environmental impact, than other similar uses with incidental on-site sale of alcohol, which is conditionally permitted in the Town Center (TC) District because this use is similar to cocktail lounges operated independent of a restaurant which are conditionally permitted within the District.

SECTION 7: *Minor Conditional Use Permit Findings and Conclusions for Public Assembly Use less than 5,000 square feet.* The Planning Commission finds the following facts exist:

- A. *That the use applied for at the location set forth in the application is properly one for which a Minor Conditional Use Permit is authorized by Title 17 of the Bellflower Municipal Code.*

Public assembly use, with a total gross square of less than 5,000 square feet, requires a Minor Conditional Use Permit in the Town Center (TC) District.

- B. *That the said use is necessary or desirable for the development of the community, is in harmony with the various elements or objectives of the General Plan, and is not detrimental to existing uses or to uses specifically permitted in the district in which the proposed use is to be located.*

The proposed public assembly use is consistent with the purpose and intent of the Town Center (TC) District which is to provide for development and redevelopment of the City's downtown area including the objective to promote entertainment activities. The proposed project is consistent with the following goals and policies of the General Plan – Land Use Element: General Goal 2, which states “*Create City that functions efficiently, is aesthetically pleasing, and makes the best use of its various resources*”; and General Policy 2.4, to “*Promote recreational, cultural, entertainment, and employment opportunities to meet the needs of the community*”. The proposed theater is advantageous for existing uses as well as uses specifically permitted in the district because it will contribute to the redevelopment of the downtown area and provide an entertainment hub. Any potential detrimental impacts posed by the use have been addressed in the conditions of approval.

- C. *That the site for the intended use is adequate in size and shape to accommodate said use, and for all the yards, setbacks, walls or fences, landscaping, and other features that may be required in order to adjust said use to those existing or possible future uses of land in the neighborhood.*

The subject site is currently developed with a 2,650-square foot building. Interior tenant improvements are proposed to remodel the interior of the existing theater as well as minor improvements to the exterior including new paint and signs. The existing conditions have been evaluated for consistency with existing regulations and determined that it complies with all the Town Center (TC) District development standards relative to size, shape, yards, setbacks, and walls.

- D. *That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.*

No improvements to the adjacent thoroughfares of Belmont Street or Bellflower Boulevard are required, and said thoroughfares are sufficient and adequate to handle any potential increase in vehicles to and from the proposed use. Per the Circulation Element, Belmont Street is a collector

street that is designed and improved to carry an average daily traffic of 14,000 vehicles.

SECTION 8: *Conditional Use Permit Findings and Conclusions.* The Planning Commission finds the following facts exist:

- A. *That the use applied for at the location set forth in the application is properly one for which a Conditional Use Permit is authorized by Title 17 of the Bellflower Municipal Code.*

Incidental on-site alcohol sales use independent of a restaurant requires a Conditional Use Permit in the Town Center (TC) District.

- B. *That the said use is necessary or desirable for the development of the community, is in harmony with the various elements or objectives of the General Plan, and is not detrimental to existing uses or to uses specifically permitted in the district in which the site is located.*

The proposed on-site alcohol sales use is consistent with the purpose and intent of the TC District which is to provide for development and redevelopment of the City's downtown area including the objective to promote entertainment activities. The proposed project is consistent with the following goals and policies of the General Plan – Land Use Element: General Goal 2, which states “*Create City that functions efficiently, is aesthetically pleasing, and makes the best use of its various resources*”; and General Policy 2.4, to “*Promote recreational, cultural, entertainment, and employment opportunities to meet the needs of the community*”. The proposed use is advantageous for existing uses as well as uses specifically permitted in the district because it will contribute to providing an entertainment hub in the redeveloped downtown district. The proposed use will not be detrimental to the existing uses in the vicinity because the proposed theater will be the primary use, and will include on-site sale of alcohol as an accessory use, which is conditionally permitted in the TC District. Any potential detrimental impacts posed by the accessory use have been addressed in the conditions of approval.

- C. *That the site for the intended use is adequate in size and shape to accommodate said use, and for all the yards, setbacks, walls or fences, landscaping, and other features that may be required in order to adjust said use to those existing or possible future uses of land in the neighborhood.*

The subject site is currently developed with a 2,650-square foot building. Interior tenant improvements are proposed to remodel the interior of the existing theater as well as minor improvements to the exterior including new paint and signs. The existing conditions have been evaluated for consistency with existing regulations and determined that it complies with all the Town Center (TC) District development standards relative to size, shape, yards, setbacks, and walls. The proposal is to utilize the subject building for public assembly use with the parking requirement to be met through their lease agreement which includes utilizing City-owned public parking lots including the public parking lots at City Hall and the County-owned parking structure.

- D. *That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.*

No improvements to the adjacent thoroughfares of Belmont Street or Bellflower Boulevard are required, and said thoroughfares are sufficient and adequate to handle any potential increase in vehicles to and from the proposed use. Per the Circulation Element, Belmont Street is a collector street that is designed and improved to carry an average daily traffic of 14,000 vehicles.

SECTION 9: *Approval.* Subject to the conditions set forth in the attached "Exhibit A," which are incorporated by reference, the Planning Commission approves the Use Determinations, Minor Conditional Use Permit Case No. MCU 18-01, and Conditional Use Permit Case No. CU 18-05.

SECTION 10: *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the Planning Commission's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 11: *Reliance On Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 12: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 13: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the Planning Commission intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 14: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 15: This Resolution is the Planning Commission's final decision and will become effective immediately upon adoption, and will remain effective unless the action is appealed within ten days pursuant to BMC § 17.96 and 17.112.

SECTION 16: The Planning Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

SECTION 17: The Planning Commission Chairman, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the Planning Commission of the City of Bellflower, and the Planning Commission Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION
OF THE CITY OF BELLFLOWER THIS 18th DAY OF JUNE 2018.**

John B. Nowlin, Chairman

Attest:

Rowena Genilo-Concepcion, Interim Secretary

Approved as to form:

David King, Assistant City Attorney

Attachment:

Exhibit A - Conditions of Approval

**RESOLUTION NO. 18-08 – “EXHIBIT A”
CONDITIONS OF APPROVAL FOR
USE DETERMINATION
MINOR CONDITIONAL USE PERMIT CASE NO. MCU 18-01
CONDITIONAL USE PERMIT CASE NO. CU 18-05**

In addition to all applicable provisions of the Bellflower Municipal Code (“BMC”), John Giries, on behalf of The Stand Up Comedy Theatre (the “Applicant”), agrees that he will comply with the following provisions as conditions for the City of Bellflower’s approval of Use Determination, Minor Conditional Use Permit Case No. MCU 18-01 and Conditional Use Permit Case No. CU 18-05 (“Project Conditions”).

Standard Conditions of Approval

1. The project site must be developed and/or used in the manner requested and must be in substantial conformity with the submitted plans date-stamped May 21, 2018, May 30, 2018 and May 31, 2018, unless revisions and/or additional conditions are specifically required herein.
2. This approval runs with the land. All rights and obligations of this approval, including the responsibility to comply with these Conditions of Approval, are binding upon Applicant’s successors in interest. These Conditions of Approval may be modified, terminated, or abandoned in accordance with applicable law including, without limitation, the Bellflower Municipal Code (BMC).
3. Any proposed deviations from the exhibits, Project description or Project Conditions must be submitted to the Director for review and approval. Any unapproved deviations from the Project approval will constitute a violation of the permit approval.
4. When exhibits and/or written Project Conditions are in conflict, the written Project Conditions prevail.
5. The effectiveness of this Project will be suspended for the time period that any Project Condition is appealed whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Project Condition is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed.
6. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of the Use Determination, MCU 18-01 and CU 18-05 except for such loss or damage arising from the City’s sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out the City’s approval of the Use Determination, MCU 18-01 and CU 18-01, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, “the City” includes the City of Bellflower’s elected officials, appointed officials, officers, and employees.

7. The Applicant must comply with all requirements of this Resolution, the applicable Zone, the BMC, rules and regulations and applicable law, policies and regulations of any State, Federal or local agency with jurisdiction thereof.
8. The Applicant must sign these Conditions of Approval, as set forth below, to acknowledge acceptance within 30 days from the date of approval by the Planning Commission.
9. This decision is not effective until Applicant acknowledges acceptance of all conditions and any appeal period has lapsed, or a waiver of right to appeal is filed or if there is an appeal, until a final decision has been made on the appeal. By use of the entitlements granted by a development application, the Applicant acknowledges agreement with conditions of approval.
10. The Applicant must reimburse the City for all attorneys' fees expended by the City that are directly related to the processing of this project. The City will not issue a Certificate of Occupancy or other final occupancy approval until all attorneys' fees are paid by the Applicant.
11. Anything which is not shown on the application/plans, or which is not specifically approved, or which is not in compliance with this section, is not approved. Any application and/or plans which are defective as to, but not limited to, omission, dimensions, scale, use, colors, materials, encroachments, easements, etc., will render any entitlements granted by this section null and void. Construction (if any) must cease until all requirements of this section are complied with. Development entitlements may be withheld until violations of the BMC are abated.
12. The Applicant must provide a sheet on the construction plans with the City of Bellflower signed Resolution stating the Conditions of Approval as adopted by the Planning Commission. The information must be incorporated into the plans before the City issues a building permit.
13. The Applicant must comply with all Conditions of Approval before the City issues a certificate of occupancy.
14. The project site and its immediate surrounding area must be maintained neat and clean at all times in compliance with the BMC. The project site and its immediate surrounding area must be maintained free from debris and graffiti at all times in compliance BMC Chapter 9.12 The Property owner must remove any debris or graffiti within 24-hours upon notification by the City. Litter on the site and any litter scattered nearby the property, the streets, and the sidewalks must be removed daily.

Specific Conditions of Approval

Planning

15. The alcohol license is restricted to a Type 48 – On-Sale General for Public Premises.

City of Bellflower
Resolution No. PC 18-08 - Exhibit A
Page 3 of 7

16. Operating hours are limited to the following days and times, and any changes will require the Applicant to apply for a Conditional Use Permit modification:

Performances and alcohol sales = Wednesday - Sunday, 5:30 p.m. to 12:00 a.m. (midnight)
Podcast recording = seven days a week, 12:00 p.m. to 9:00 p.m.
17. The Applicant/Business Owner must submit to the Planning Division a copy of the approved alcohol license issued by California State Department of Alcoholic Beverage Control, including the date of issuance, promptly after approval of the license.
18. No customers under 21 year of age may be allowed to enter and remain at the subject site at any time.
19. A Letter of Public Necessity and Convenience issued by the City Council must be obtained prior to commencement of the sale of alcohol.
20. All conditions and requirements must be implemented prior to the sale of alcohol at the subject business.
21. Blinking or flashing lights and signage advertising alcohol sales (e.g. promotional signage for brands of alcoholic beverages) is prohibited.
22. The Applicant/Business Owner must comply with all regulations of the State Department of Alcoholic Beverage Control (ABC). Failure to meet and maintain all conditions of ABC is deemed non-compliance with the regulations of this permit. Pursuant to ABC, the Applicant and employees must complete a Licensee Education on Alcohol and Drugs (LEAD) voluntary prevention and education program for retail license.
23. Any violation of any applicable laws and/or these conditions is grounds for suspension and/or revocation of this license.
24. All proposed improvements to the exterior of the building including but not limited to paint and signage must be submitted to the Planning Department for review and approval.
25. The subject business must be operated so as to not violate any local noise ordinance. Noise levels must be maintained pursuant to the Noise Element of the General Plan and BMC Chapter 8.32.
26. All doors must be kept closed during the hours when live entertainment is offered, except for ingress and egress.
27. After all performances, patrons are to exit the building at the rear into the Town Center Plaza. The front door is to be used as the entrance and for emergency purposes only.

28. No changes or alterations in the proposed entertainment format content, as outlined in the Applicant's Business Plan date stamped May 30, 2018, and floor plan date stamped May 21, 2018 and May 31, 2018, may occur without prior approval, in writing, from the City of Bellflower.
29. The maximum number of seats is 150. Any increase in the number of seats will require the Applicant to apply for a Minor Conditional Use Permit modification.
30. If warranted, the Planning Director may require the Applicant to provide a soundproofing mechanism, or equivalent method, to address noise.
31. All temporary uses and activities on the site must comply with BMC Chapter 17.76 for Temporary Uses. A temporary use permit must be obtained prior to conducting special events or temporary activities.
32. The Applicant/Business Owner must post the occupancy of the tenant space, subject to approval by the Building and Safety Division. The number of patrons within the building cannot exceed the approved posted occupancy at any time.
33. The approval of this project is contingent upon the Planning Commission's recommendation of approval of a Zoning Ordinance Text Amendment (ZOTA) to amend the Bellflower Municipal Code to allow for public assembly uses in the Town Center to transfer required on-site parking spaces to off-site public parking areas subject to a parking agreement and contingent upon City Council's adoption of an Urgency Ordinance and regular Ordinance of the ZOTA.
34. The approval of this project is also contingent upon the Applicant's lease agreement (Lease Agreement File No. 793) being amended to include the rights to utilize 41 parking spaces off-site within public parking areas prior to permit issuance.
35. The Applicant must enter into an agreement prior to permit issuance, in a form approved by the City Attorney, that (at a minimum) makes it clear that use of the public parking spaces does not grant a possessory right to the Applicant; that the public may freely use any space within the public parking area; and that any transfer of ownership by the Applicant will require a re-application for off-site parking.
36. Any marketing materials generated by the Applicant must include the use of maps or guides showing the public parking areas.
37. The establishment must be maintained neat and clean at all times. The Applicant is responsible for maintaining the business and immediate adjacent properties free of litter and graffiti. The Applicant must remove any debris or graffiti within 24 hours upon notification by the City.

38. The Applicant, its employees and representatives including, without limitation, private security retained by the Applicant, must fully cooperate with lawful directions of public officials including law enforcement. Applicant must grant free access to the business, including access to any locked or otherwise secured rooms, to public officials exercising their lawful duties.
39. Security personnel are responsible for monitoring the safety and security of the interior and exterior of the building as well as the parking areas and surrounding area.
40. A minimum of two security personnel are required for all entertainment events. Security personnel must be provided at all times when live entertainment is proposed, one hour prior and one hour after the entertainment hours to ensure that patrons are cleared out of the subject property, parking areas, adjacent properties, adjacent right-of-ways, and managing crowd-control. Additional security guards may be required at the direction of the Public Safety Director, or designee.
41. The Applicant must provide the Public Safety Director, or designee, and the Los Angeles County Sheriff's Department a copy of its contract with a licensed private security company. The contract and a security plan must be approved by the Public Safety Director and the Los Angeles County Sheriff's Department.
42. The establishment must have security cameras operating during all hours that the business is open. All cameras must record onto a media device or digital storage. The recordings of the security cameras must be maintained for a minimum period of 30 days, and the recordings must be made immediately available for any law enforcement officer who is making the request as a result of official law enforcement business. The cameras must be located to cover the main areas that are accessible to the public, all areas of the cash register/cashier and all areas where cash is stored. If the Public Safety Director, or designee, determines that there is a necessity to have more security cameras installed, the manager/owner of the business must comply with the request within 7 days. The Public Safety Director, or designee, can also require the position of the cameras to be changed if it is determined that the position of the camera does not meet security needs. The manager/owner of the business must comply with the request within 7 days. The picture quality of the video cameras and recording devices installed on the complex must meet the approval of the Public Safety Director, or designee.
43. During business hours, all persons employed by the Applicant must possess valid government identification such as a California driver's license. Employees must present such identification upon demand of any regulatory official.

44. A manager must be present on the premises during business hours. That person must be familiar with all applicable laws regulating the business including, without limitation, this Entertainment Permit. Such person must meet the following minimum qualifications:
 - a. Be at least twenty-one (21) years of age; and
 - b. Be able to communicate effectively.
45. If complaints are received regarding excessive noise, lighting, building access, or disturbances associated with the operation of the comedy theater, the City may, in its discretion, take action to review the Minor Conditional Use Permit and Conditional Use Permit including without limitation, adding conditions or revoking the permits.
46. Three or more violations of applicable law, including, without limitation, these conditions within a one-year period (as calculated starting on the Permits approval date and every anniversary date thereafter) may result in the City commencing revocation of these Permits.
47. The business must be equipped with an alarm system that covers break-ins and robberies. The alarm must be monitored by an alarm monitoring company who will notify the Los Angeles County Sheriff's Department of any break-ins or robberies. Employees must have access to a hidden button that will trigger a silent alarm, notifying the alarm monitoring company that a robbery is taking place.

Building

48. The project must comply with the existing California Building Code.

Los Angeles County Fire

49. Submit to the County of Los Angeles Fire Department Fire Prevention Engineering Section Building Plan Check Unit for review and approval.

City Engineer/ Traffic Engineering

50. The site plan must show and dimension all property lines.
51. Fire Protection: This project may require construction of fire protection improvements. Prior to the approval of any development plans the Applicant is required to contact Los Angeles County Fire Department, Engineering Division, to obtain the fire flow and access requirements for any proposed development.
52. The Applicant must contact the local Water Company to determine the existing fire flow rate in this area. If the existing fire flow capabilities are below the required minimum, the Applicant must provide the necessary means for meeting the fire flow rates required by the Fire Department.

City of Bellflower
Resolution No. PC 18-08 - Exhibit A
Page 7 of 7

- 53. The contractor must meet with the City Public Works Inspector before starting any construction within the public right-of-way.
- 54. All work within the public right-of-way, including placing and removal of traffic control devices, is restricted to the hours between 8:30 A.M. and 3:30 P.M., Monday through Friday. No work requiring continuous inspection or traffic control may be done on Saturday, Sunday or Holidays, unless prior arrangements have been made at least one week in advance with the approval of the City Engineer.
- 55. Permits are required for all work within the public right-of-way

By, signing this document, John Giries, of The Stand Up Comedy Theatre (Applicant/Business Owner) certifies that he has read, understood, and agrees to the project conditions listed in this document.

John Giries (Applicant/Business Owner)

{If Corporation or similar entity, need two officer signatures or evidence that one signature binds the company}

ATTACHMENT B

Project Process and Timeline

9831 BELMONT STREET
Use Determination
Minor Conditional Use Permit No. MCU 18-01
Conditional Use Permit Case No. CU 18-05

Table 1.0 (Process and Timeline)

Timeline (Application)				
Event	Meeting/Submittal	Applicant Response Time	City Response Time	Lapse Time
Preliminary Submittal	03/01/18	-	-	Day 1
Preliminary Comments	03/29/18	-	28 Days	28 days
Meeting with the Applicant to discuss revising plans	05/14/18	46 Days	-	74 days
Project Submittal	05/21/18	7 Days	-	81 days
Project Re-Submittal	05/31/18	10 Days	-	91 days
Planning Commission Meeting	06/18/18	-	18 Days	109 days
			Total Lapse Time	109 days (3 months, 17 days)

Table 2.0 (Compliance Table based on TC Development Standards)

Development Standards	Required/Allowed	Proposed/Existing	Complies
Lot Size	3,000 square feet	4,640 square feet	Yes
Lot Width	25 feet	40 feet	Yes
Lot Depth	115 feet	116 feet	Yes
Height	35 feet or 2.5 stories	1-story	Yes
Setbacks			
Front	0 feet	0 feet	Yes
Side	0 feet	0 feet	Yes
Rear	0 feet	0 feet	Yes
Parking	<p style="text-align: center;"><u>Non-Public Assembly Use</u></p> <p>1 parking space for every four hundred (400) gross square feet of floor area $757.25 \text{ SF}/400 = 2 \text{ parking spaces}$</p> <p style="text-align: center;"><u>Public Assembly Use</u></p> <p>1 parking space for every four (4) permanent seats. A "seat" means 18 lineal inches of seating when seats are arranged in rows or pews. Permanent seats: 126 seats Booth seating: $534 \text{ lineal inches}/18 = 30 \text{ seats}$ Total seats: 156 $156/4 = 39 \text{ parking spaces}$</p> <p>Total parking space required = 41</p>		No*
Landscaping	None	None	Yes
Trash Areas	All refuse shall be stored within City approved trash containers	None	Yes**

*Conditioned to amend Lease Agreement File No. 793 to include use of public parking areas.

** Must comply with lease agreement No. 793

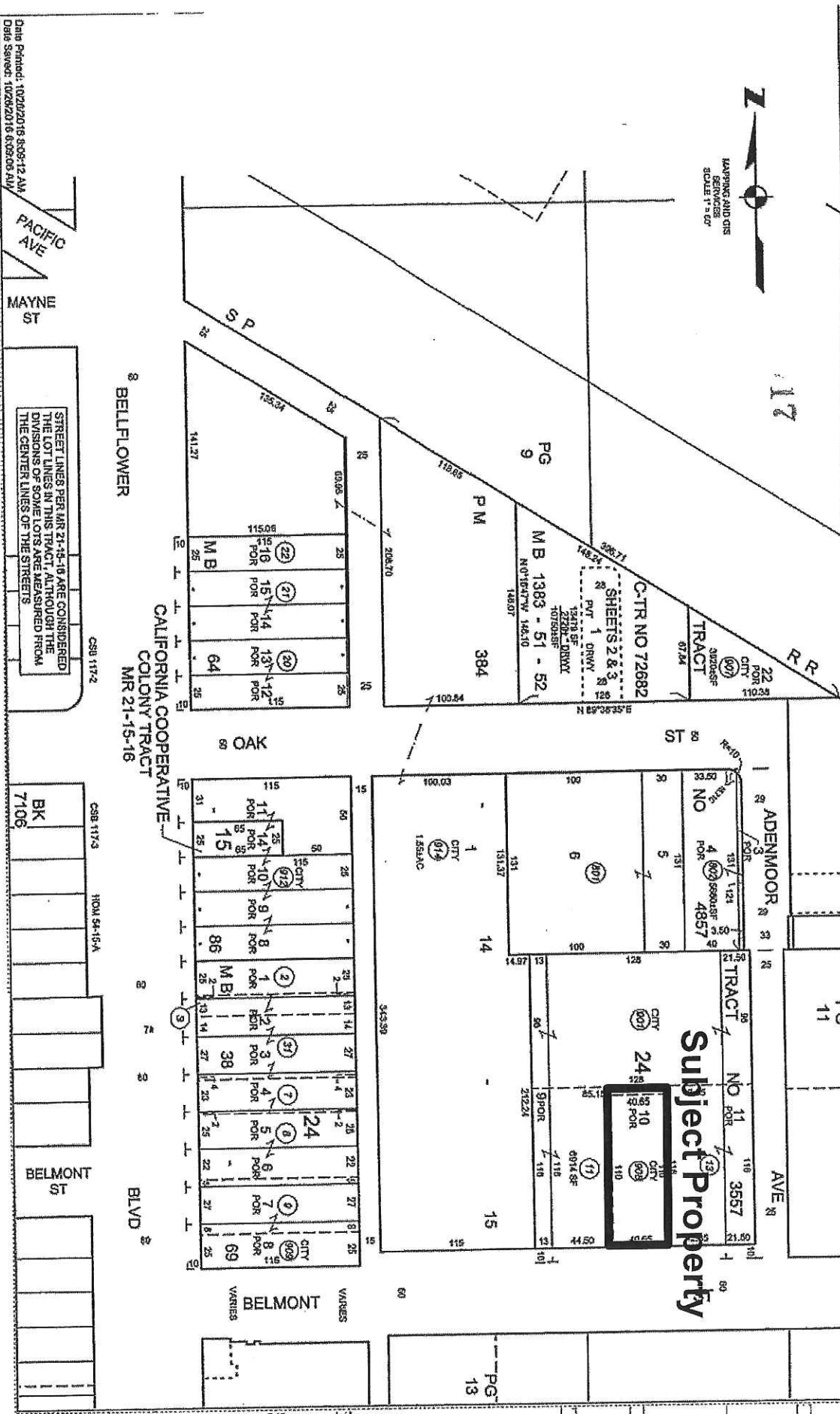
ATTACHMENT C

Aerial, Assessor's Map, Zoning Map and
General Plan Map

7109	10	REVISIONS	REVISIONS	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
SHEET 1	10	REVISED	REVISED		
483-428 & 421	11274	8/07/16/09/09/0001	2002031811		
		2002002110009001-28	2002002110009001-28		
		2003010807004001-28	2003010807004001-28		
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		2005020905005001-28	2005020905005001-28		
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		2019102019804001-28	2019102019804001-28		
		2019020905-28	2019020905-28		
		2017090712-28	2017090712-28		



MAPPING AND GIS
SERVICES
SCALE 1" = 50'



STREET LINES PER PAR 21-15-18 ARE CONSIDERED THE LOT LINES IN THIS TRACT, ALTHOUGH THE DIVISIONS OF SOME LOTS ARE MEASURED FROM THE CENTER LINES OF THE STREETS

Subject Property

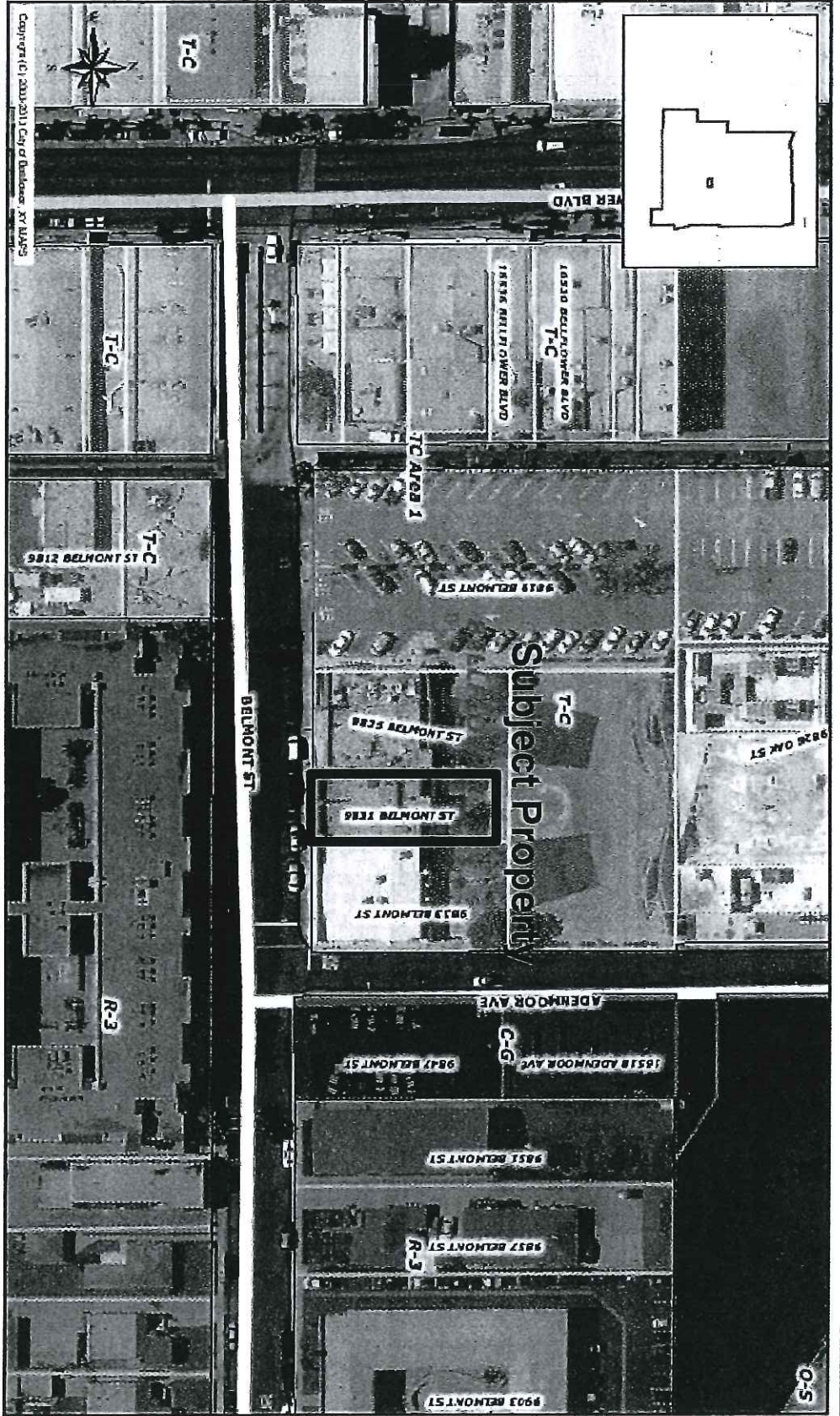
Date Printed: 10/20/2018 8:05:12 AM
Data Source: 10/20/2018 8:05:03 AM



9831 Belmont Street

Zoning Map

Scale: 1 in = 83 ft
Printed 6/12/2018

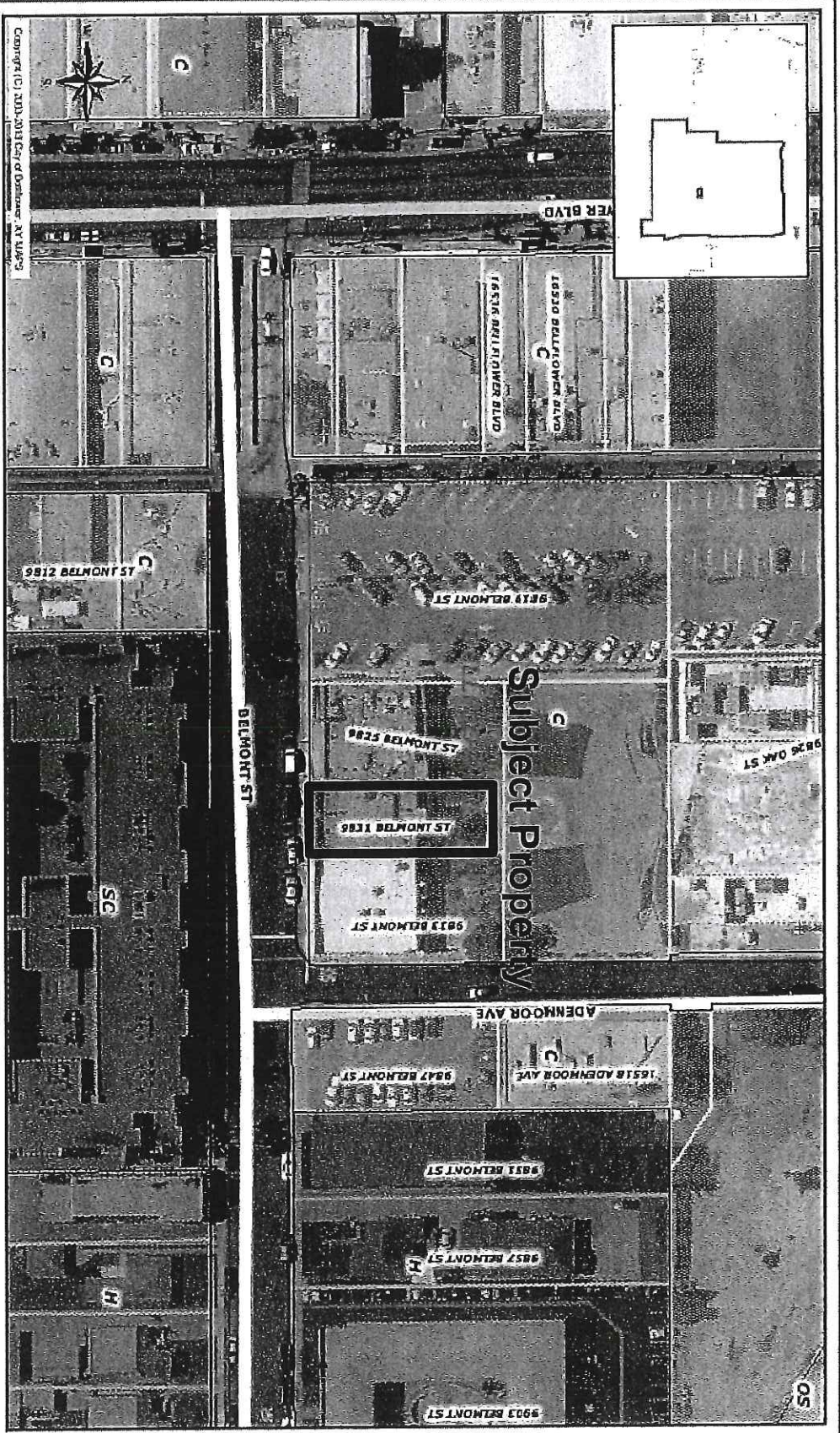




9831 Belmont Street

General Plan Land Use Map

Scale: 1 in = 83 ft
Printed 6/12/2018



ATTACHMENT D

ABC Correspondence

Department of Alcoholic Beverage Control
INFORMATION AND INSTRUCTIONS -
SECTION 23958.4 B&P

State of California
Edmund G. Brown Jr., Governor

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
Part 2 is to be completed by the applicant, and returned to ABC.
Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

2. PREMISES ADDRESS (Street number and name, city, zip code) **9831 Belmont St. Bellflower 90706** 3. LICENSE TYPE **On-sale (48)**

4. TYPE OF BUSINESS
 Full Service Restaurant Hofbrau/Cafeteria Cocktail Lounge Private Club
 Deli or Specialty Restaurant Comedy Club Night Club Veterans Club
 Cafe/Coffee Shop Brew Pub Tavern: Beer Fraternal Club
 Bed & Breakfast Theater Tavern: Beer & Wine Wine Tasting Room
 Wine only All
 Supermarket Membership Store Service Station Swap Meet/Flea Market
 Liquor Store Department Store Convenience Market Drive-In Dairy
 Drug/Variety Store Florist/Gift Shop Convenience Market w/Gasoline
 Other - describe:

5. COUNTY POPULATION **10,241,335** 6. TOTAL NUMBER OF LICENSES IN COUNTY **4,391** On-Sale Off-Sale 7. RATIO OF LICENSES TO POPULATION IN COUNTY **1:000** On-Sale Off-Sale

8. CENSUS TRACT NUMBER **554204** 9. NO. OF LICENSES ALLOWED IN CENSUS TRACT **4** On-Sale Off-Sale 10. NO. OF LICENSES EXISTING IN CENSUS TRACT **9** On-Sale Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)
 Yes, the number of existing licenses exceeds the number allowed
 No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?
 Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER **1334** 14. TOTAL NUMBER OF REPORTING DISTRICTS **9** 15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS **4,100**

16. AVERAGE NO. OF OFFENSES PER DISTRICT **455.6** 17. 100% OF AVERAGE NUMBER OF OFFENSES **546.7** 18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT **767**

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)
 Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
 No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)
 a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
 b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winery's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
 c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

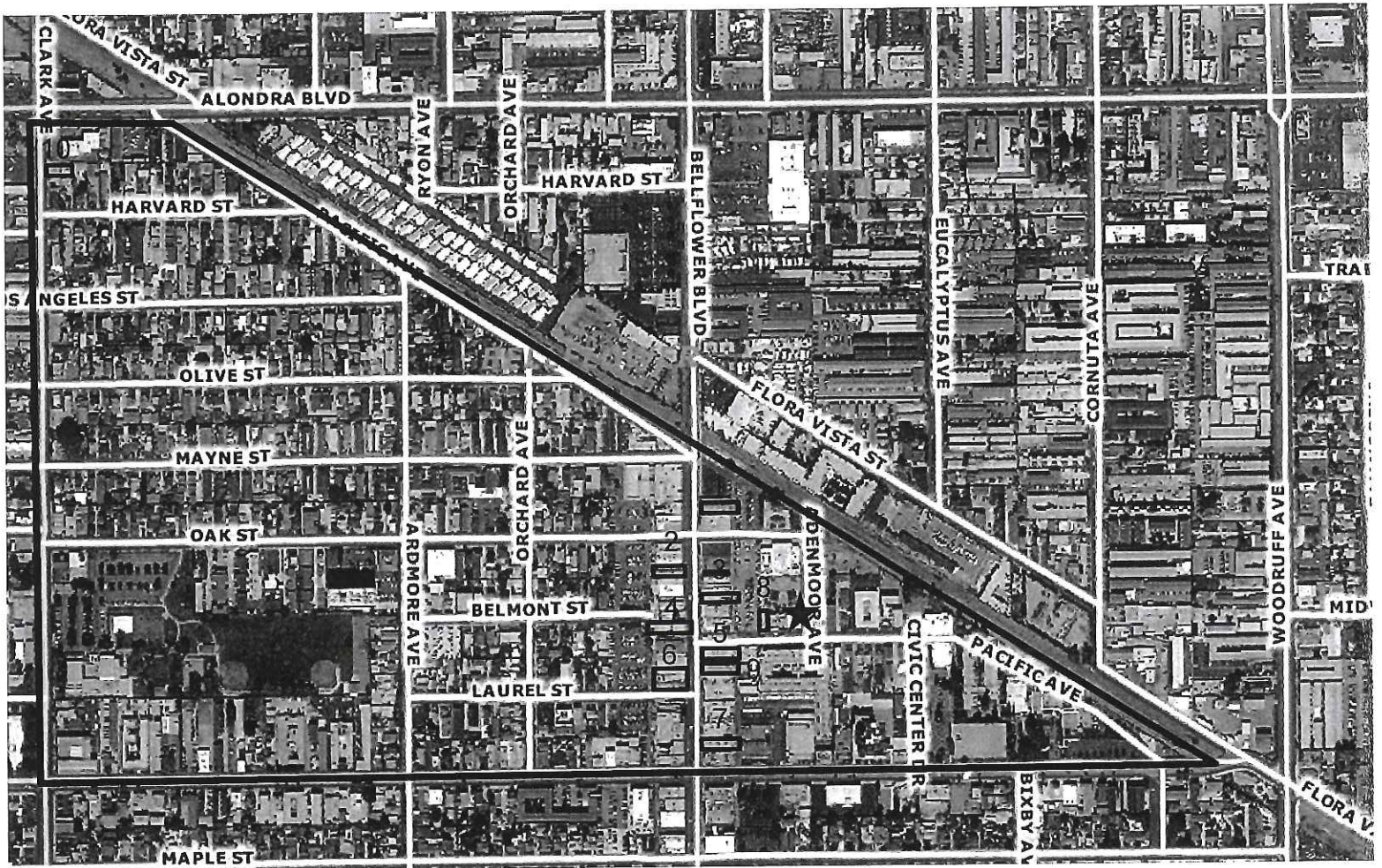
ABC-245 (rev. 01-11)




5/29/18 (B)

ATTACHMENT E

ABC Map of Alcohol Licenses

ALCOHOL LICENSE CONCENTRATION



-  Census Tract No. 5542.04
-  Existing active on-site alcohol locations
-  9831 Belmont Street

1. Elks Lodge
2. Bo's Cigar Lounge
3. Kalaveras
4. Ricci's Restaurant
5. Belko Korean BBQ
6. Johnny Rebs
7. French Quarter Bar & Grill
8. Hambones Bar & Grill
9. Hello Sushi
10. Daru Sushi

ATTACHMENT F

Lease Agreement File No. 793 and
Resolution No. 18-09

**LEASE AGREEMENT FILE NO. 793
BETWEEN THE
CITY OF BELLFLOWER AND
THE STAND UP CLUB**

THIS LEASE is made and executed this 12th day of March, 2018, between CITY OF BELLFLOWER, a municipal corporation and general law city ("CITY"), and THE STAND UP CLUB, a California corporation ("LESSEE").

1. **RECITALS.** The Parties enter into this Lease with reference to the following:

A. CITY owns real property located at 9831 Belmont Street which is more specifically identified in attached Exhibit "A," and incorporated by reference (the "Property"); and

B. On or about December 7, 2017, LESSEE submitted a proposal to lease and develop the Property for a bar/lounge with live comedy performances (the "Development").

2. **LEASE; DESCRIPTION OF PROPERTY.** CITY leases the Property to LESSEE to use in accordance with the terms and conditions of this Lease.

3. **TERM.** The term of this Lease is 30 years commencing on the date CITY issues building permits for the Development. At CITY's sole discretion, and after a written request from LESSEE, the term may be extended once for an additional 10 year period.

4. **RENT.**

A. LESSEE agrees to pay to CITY as rental for the Property the sum of \$2,400.00 per month payable in advance on the first day of each month during the term.

i. CITY agrees to defer the Rent from the date CITY issues building permits for the Development until CITY issues the first Certificate of Occupancy for the Development (the "Deferral"). Upon CITY issuance of the first Certificate of Occupancy, the total sum of the Deferral will be calculated and memorialized in the Confirmation Letter Agreement, attached as Exhibit "B," at which time the Deferral will be amortized at a simple interest rate of 4.5% over the balance of the Term and added to the base monthly rent for the Property as "Additional Rent."

ii. LESSEE agrees to begin paying Rent and Additional Rent when CITY issues the Certificate of Occupancy for the Development pursuant to the terms and conditions of this Lease. If CITY issues the Certificate of Occupancy after the first day of the month, the Rent and Additional Rent payment will be prorated for said month based on a 30-day month.

B. The Rent will increase, but not decrease, on the anniversary date of this Lease by a percentage equal to the Consumer Price Index ("CPI") for the immediately preceding twelve-month (12-month) reporting period, but not more than a maximum of three percent (3%) as follows:

i. "CPI" means the consumer price index for all urban consumers, all items as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area, all items.

ii. An increase is calculated by computing the percentage change in the CPI for the twelve-month period ending December 30th each year; multiplying that percentage with existing rates; and adding that sum to each rate. For example, x [new rate] = (CPI * y [existing rate]) + y. Fractions may be rounded up to the nearest dollar.

iii. Notice of this CPI increase is not required; CITY will automatically increase the Rent on the anniversary date.

C. If after the fifth day of any month the Rent has not been received by CITY, a Late Fee of 10% of the monthly rent will be assessed. Late Fees and unpaid Rent will accrue interest at the rate of 5% per annum.

5. PURCHASE OPTION.

A. After the fifth anniversary of the Lease and before the tenth anniversary of the Lease, LESSEE may purchase the Property ("Option").

B. To exercise the Option, LESSEE must take the following actions:

i. LESSEE must notify CITY in writing at least 90 days before the anniversary date of this Lease to exercise the Option.

ii. Upon CITY's receipt of LESSEE's notice, the Parties must agree to escrow instructions to complete the purchase and acquisition of the Property.

iii. LESSEE must pay the Purchase Price and Deferral Balance (defined below) within 90 days of exercising the Option. Payment may be accomplished through wire transfer, certified check or cashier's check.

iv. Upon receiving the Purchase Price and Deferral Balance, CITY (acting by and through its City Manager) must execute a quitclaim deed in favor of LESSEE.

v. "Purchase Price" means the value of the Property in its present condition as of the date of this lease as determined by a fair market appraisal at the time LESSEE exercises the Option. Unless the Parties otherwise agree in writing, LESSEE must select an appraiser, and if CITY does not agree to such appraiser, CITY will appoint an appraiser and the two appraisers will appoint a third appraiser. The finding of the appraiser, or if there are three appraisers, the finding joined in by two of the three appraisers is binding on both Parties and the sale will be completed at the price so fixed by the appraisal.

vi. "Deferral Balance" means the sum of the unpaid Deferral in addition to the Purchase Price.

6. **RIGHT OF FIRST REFUSAL.** LESSEE understands and agrees that purchase and conveyance of the Property is conditioned upon the following:

- A. The Property would be transferred to LESSEE in "AS-IS, WHERE-IS" condition;
- B. The Development must continue in operation on the Property for at least five years from the date of close of escrow;
- C. Other than transfers to secure mortgages or other business loans (in accordance with this Lease) or for purposes of conveying ownership to a LESSEE controlled subsidiary or trust, LESSEE (after purchasing the Property) cannot convey the Property to a different owner for at least five years from the date of close of escrow. Any proposed conveyance of ownership within those five years must be approved by CITY in writing, which consent will not be unreasonably withheld;
- D. To secure these conditions, and notwithstanding any other document to the contrary including, without limitation, any quit claim deed conveying title to the Property, LESSEE understands and agrees that within the first five years from the date of close of escrow, CITY has the right of first refusal to purchase the Property at the same price for which it was sold to LESSEE.
- E. LESSEE understands and agrees that any time after the first five years from the date of close of escrow, CITY has the right of first refusal to purchase the Property.

7. **USE OF PROPERTY.** Subject to the limitations listed below, LESSEE may use the Property for constructing, maintaining, and operating the Development. The Property may not be used for any other purpose.

- A. LESSEE agrees to allow City full access and usage of the projector room and associated storage area at the rear of Property for public events in the Plaza.
- B. If LESSEE exercises Purchase Option, LESSEE agrees to grant to City an easement on the Property to allow City full access and usage of the projector room and associated storage area at the rear of the Property for public events in the Plaza.

8. **SCHEDULE OF PERFORMANCE.**

- A. LESSEE agrees to make application to CITY for the required entitlements for the Development such that consideration and approval of the entitlements for the Development by the appropriate commission or legislative body will occur within 180 days of the approval of this Lease by CITY's City Council.
- B. Within 120 days of the approval of the entitlements for the Development, LESSEE will commence construction.
- C. Within 180 days after CITY issues building permits for the Development, LESSEE

will complete construction. LESSEE, may submit to CITY a written request for an extension of up to 120 days, approval of which will not be unreasonably withheld by the CITY's City Manager, or designee, based on the progress of the construction. CITY's City Manager is authorized to approve this extension and any other modifications to the Schedule of Performance described herein and attached as Exhibit "C" Schedule of Performance, which is incorporated by reference.

9. UTILITIES.

A. LESSEE is responsible directly to the serving entities for all utilities required for its use of the Property. "Utilities" means electricity, gas, telephone services, trash, sewer, water, and cable television.

B. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Property.

10. TRASH AND GARBAGE. LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

11. MAINTENANCE QUALITY. CITY's designees may, at any reasonable time and without notice, enter the Property to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to LESSEE which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within 30 days of CITY's notice, CITY may enter upon the Property and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead.

12. OWNERSHIP OF THE DEVELOPMENT.

A. The Development is LESSEE's property during the term of this Lease. LESSEE cannot, however, remove the Development without CITY's consent.

B. Upon expiration or earlier termination of this Lease, the Development will automatically become CITY's property and no compensation will be paid to LESSEE for such transfer of ownership of the Development to CITY.

C. Should LESSEE exercise the Option, then it will acquire all rights to the Property including, without limitation, the Development.

13. **HAZARDOUS WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). CITY is solely liable, both financially and legally, for remediating Hazardous Materials on the Premises to the extent such Hazardous Materials were released, discharged, used, or stored on or about the Property before the Effective Date of this Lease and not caused by LESSEE.

14. **POSSESSORY INTEREST TAXES.** LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

15. **QUIET ENJOYMENT.** CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

16. **CITY'S LIMITED WARRANTY.** CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

17. **TERMINATION.** This Lease may be terminated as follows:

- A. At the expiration of the term;
- B. Upon mutual written agreement between the parties;
- C. Should the Project not be positively performing as anticipated after the fifth anniversary of the Lease, with 1 year notice, and upon mutual written agreement between the parties;
- D. Should the required entitlements for the Development not be approved by the appropriate CITY commission or legislative body;
- E. Upon the Property being condemned; or

F. Should LESSEE materially breach this Lease and fail to cure such breach within 30 days of being notified by CITY regarding such breach to CITY's reasonable satisfaction.

18. CONDITION OF PROPERTY UPON TERMINATION. Upon termination of this Lease for any reason, LESSEE will vacate the Property and deliver it to CITY in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

19. LEASEHOLD MORTGAGEE.

A. LESSEE may, at any time and from time to time during the term of this Lease encumber to any institutional lender ("Leasehold Mortgagee"), by deed of trust or mortgage or other security instrument all or a portion of LESSEE's interest under this Lease and the leasehold estate created in LESSEE for any purpose or purposes (a "Leasehold Mortgage"), provided that no encumbrance incurred by LESSEE will, and LESSEE does not have power to incur any encumbrance that will, constitute in any way a lien or encumbrance on CITY's interests in the Property or the Development.

B. Any Leasehold Mortgagee or its designee may acquire or succeed to LESSEE's estate by reason of foreclosure or similar remedial action or upon transfer of such leasehold estate in lieu of foreclosure, and upon so acquiring or succeeding will assume only LESSEE's obligations accruing during the period when Leasehold Mortgagee holds possession of the Property or owns LESSEE's leasehold estate. With respect to an assignment following a foreclosure or similar remedial action, CITY acknowledges and agrees that, upon receipt of written direction by a Leasehold Mortgagee that it has succeeded to LESSEE's interest in this Lease and the Property (the "Foreclosure Interest") or a third party has purchased the Foreclosure Interest in a foreclosure sale, CITY will recognize such Leasehold Mortgagee or such third party, as applicable, as the proper and lawful LESSEE of the Property and as the proper and lawful successor to LESSEE with respect to access to the Property, provided the Leasehold Mortgagee or its designee has reasonable experience in operating the Development, or enters into a contractual arrangement for an entity with such reasonable experience to operate the Development, as shown by reasonable evidence delivered to CITY. Such Leasehold Mortgagee or third party, as applicable, which CITY is obligated to recognize under the preceding sentence, is fully entitled to receive LESSEE's rights and benefits so long as it performs LESSEE's obligations. CITY is protected and will incur no liability in acting or proceeding in good faith upon any written notice and direction by any Leasehold Mortgagee which CITY in good faith believes (i) to be genuine and (ii) a copy of which to have been delivered to LESSEE. CITY is under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

C. So long as LESSEE's interest under this Lease or in the Property or any portion thereof is subject to any Leasehold Mortgage, CITY will not execute any right, power or remedy with respect to any default, and no notice to LESSEE of any such default and no termination of this Lease will be effective, unless CITY gives to the Leasehold Mortgagee written notice or a copy of its notice to LESSEE of such default or any such termination; provided that to be entitled to such notice and the other rights granted to a Leasehold Mortgagee, such Leasehold Mortgagee must have given written notice to CITY of the existence of its interest and the desire to receive such notice along with the name and address of where any notice to such Leasehold Mortgagee will be sent. Any Leasehold Mortgagee will have the same amount of time as LESSEE, but at least 10 days following CITY's written notice with respect to any monetary default and at least 30 days following CITY's written notice with respect to any non-monetary default, to cure any default by LESSEE under this Lease; provided that in no event is any Leasehold Mortgagee obligated to cure any such default.

D. As long as any Leasehold Mortgage remains in effect for which CITY has received a written request for notices from Leasehold Mortgagee, this Lease cannot be amended, modified or changed, nor can it be terminated by agreement of CITY and LESSEE without the prior written consent of the Leasehold Mortgagee thereunder and any such attempted amendment, modification or surrender, without such consent, is void.

E. Should LESSEE fail to make any payment or perform any act required in this Lease, then any Leasehold Mortgagee may, but is under no obligation to, make such payment or perform such act with the same effect as if made or performed by LESSEE. LESSEE constitutes and appoints each Leasehold Mortgagee as LESSEE's agents and attorneys-in-fact with full power, in LESSEE's name, place and stead, and at LESSEE's cost and expense, to enter upon the Property and make repairs thereon and therein, maintain the same, remove any violation of applicable law and to otherwise perform any of the obligations of LESSEE under this Lease.

F. If, in connection with a bankruptcy of LESSEE, this Lease is rejected or disaffirmed pursuant to any bankruptcy law or other law affecting creditors' rights, then at Leasehold Mortgagee's option, and provided CITY was given notice of the Leasehold Mortgage, CITY will enter into a new lease of the Property created by this Lease with Leasehold Mortgagee not less than 10 nor more than 30 days after the written request of Leasehold Mortgagee referred to below, for the remainder of the term of this Lease effective as of the date of such rejection or disaffirmance, upon all the terms and provisions contained in this Lease; provided that: (i) Leasehold Mortgagee makes a written request to CITY for such new Lease within 30 days after the effective date of such rejection or disaffirmance, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by Leasehold Mortgagee, which, in CITY's sole discretion, IS reasonable in form and substance; (ii) Leasehold Mortgagee cures all curable defaults under this Lease which can be cured without taking possession of the Property; and (iii) in the new Lease, the Leasehold Mortgagee agrees as part of the terms of the new Lease to diligently cure all curable defaults which can be cured after taking possession of the Premises.

20. ESTOPPEL CERTIFICATE. Each of the Parties may at any time and from time to time upon not less than 30 days' prior notice by the other, execute, acknowledge and deliver to such other party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there are modifications that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the rent has been paid by LESSEE, and stating whether or not to the best knowledge of the signer of such certificate such other party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other party may reasonably request, it being intended that any such statement delivered by LESSEE may be relied upon by CITY or any successor in interest to CITY or any prospective mortgagee or encumbrancer, and it being further intended that any such statement delivered by CITY may be relied upon by any prospective assignee of LESSEE's interest in this Lease or any prospective mortgagee or encumbrancer thereof. Reliance on any such certificate may not extend to any default as to which the signer of the certificate has no actual knowledge.

21. SALE OR TRANSFER BY CITY. Should CITY, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE's rights hereunder.

22. CONDEMNATION. If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to LESSEE's improvements.

23. RELOCATION BENEFITS. LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination pursuant to Section 16 of this Lease. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

24. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

25. FORCE MAJEURE. Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

26. EVENTS OF DEFAULT AND REMEDIES.

A. Events of Default by LESSEE. These events constitute an "Event of Default" by LESSEE:

- i. LESSEE fails or refuses to pay, within ten (10) days of written notice from CITY, any sum required by this Lease to be paid by LESSEE;

ii. LESSEE is in default of any other obligations under this Lease and LESSEE has not cured, corrected, or remedied the event within 30 days after written notice from CITY, or if it is not possible to cure or remedy such failure within such 30 day period, within such longer period as is reasonable under the circumstances provided that LESSEE commenced the cure within the 30 day period and diligently prosecutes the cure to completion;

iii. LESSEE voluntarily files or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the same is not dismissed within 60 days;

iv. LESSEE is adjudicated bankrupt;

v. LESSEE makes a general assignment for the benefit of creditors; or

vi. another event occurs which is described elsewhere in this Lease as constituting an Event of Default by LESSEE.

B. Remedies of CITY. In the event of any such default CITY may, at its option, take any or all of the following actions:

i. Correct or cause to be corrected said default and charge the costs thereof to LESSEE, which LESSEE must pay within 30 days after written demand;

ii. Terminate this Lease by written notice to LESSEE, and obtain all damages permitted by law.

C. Right of CITY in the Event of Termination of Lease. Upon termination of this Lease, CITY may re-enter and repossess the Property and the Development and LESSEE must surrender and deliver the Property and the Development on the Property to CITY immediately upon such termination in good order, condition and repair, except for reasonable wear and tear. Termination of this Lease does not relieve or release LESSEE from any obligation incurred pursuant to this Lease before the date of such termination.

D. Rights and Remedies are Cumulative. These remedies are not exclusive and are cumulative to all other rights and remedies possessed by CITY. The exercise by CITY of one or more such rights or remedies does not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by LESSEE.

27. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the property, or any part thereof, without CITY's prior written consent. LESSEE will keep the property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

28. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means without the written consent of CITY as approved by its City Council. Any such purported transfer without City approval will be null and void.

29. HOLDOVER. If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

30. INDEMNIFICATION.

A. LESSEE indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 31 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

31. INSURANCE. LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

- B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

32. **COMPLIANCE WITH LAW.** LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

33. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

34. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or a general assignment by LESSEE for the benefit of creditors, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, will constitute a breach of this Lease by LESSEE, and in such event this Lease will automatically cease and terminate.

35. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LESSEE at:

The Stand Up Club
12035 Burke Street, Suite 11
Santa Fe Springs, CA 90670
Attn: John Giries, CEO

CITY at:

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Attn: City Manager

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

36. ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. CITY'S CONSENTS, APPROVALS AND OTHER ACTS. Although CITY is a governmental entity, none of CITY's consents, approvals or performance of obligations under this Lease constitute consents, approvals or acts in the CITY's governmental capacity, but constitute consents, approvals and acts by CITY in its proprietary capacity as the landlord under this Lease.

38. MEMORANDUM OF LEASE. Upon the execution of this Lease, LESSEE must execute and acknowledge a memorandum of this Lease in the form of Exhibit "D" and deliver it to CITY.

39. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

40. PARTIAL INVALIDITY. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

41. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There are four (4) attachments to this Lease.

42. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

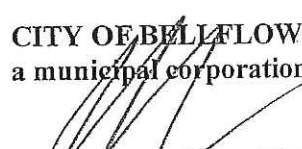
43. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

44. **COUNTERPARTS.** This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY:

CITY OF BELLFLOWER,
a municipal corporation



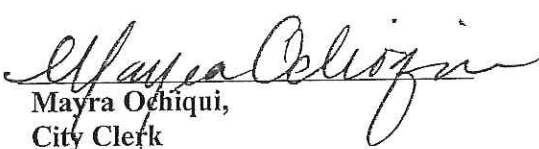
Jeffrey L. Stewart,
City Manager

LESSEE:

THE STAND UP CLUB,
a California corporation


By: _____
John Giries, Chief Executive Officer

ATTEST:



Mayra Ochiuki,
City Clerk

APPROVED AS TO FORM:



Karl H. Berger,
City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Property Address

9831 Belmont Street
Bellflower, California 90706

Legal Description

PARCEL 1:

THE SOUTHERLY 120 FEET OF THE EAST 40.65 FEET OF THAT PORTION OF LOTS 9 AND 10 IN BLOCK 24 OF TRACT NO. 3557, IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGE 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 9, DISTANT WESTERLY THEREON, 13.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9, TO AND ALONG THE SOUTHERLY LINE OF SAID LOT 10, TO THE WESTERLY LINE OF THE EASTERLY 42.85 FEET OF SAID LOT 10, THENCE NORTHERLY 96.00 FEET OF SAID LOTS 9 AND 10; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE, TO THE WESTERLY LINE OF THE EASTERLY 13.00 FEET OF SAID LOT 9; THENCE SOUTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE, TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 40.65 FEET OF THAT PORTION OF LOTS 9 AND 10, BLOCK 24 OF TRACT NO. 3557, IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGE 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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EXCEPT THEREFROM THE SOUTHERLY 120 FEET, AS GRANTED IN DEED RECORDED DECEMBER 8, 1988 AS INSTRUMENT NO. 88-1970525. E APPURTENANT TO PARCEL 1 ABOVE.

Assessor's Parcel Number: 7109-010-908

EXHIBIT B
CONFIRMATION LETTER AGREEMENT

Date _____

Tenant THE STAND UP CLUB
Address 9831 Belmont Street
Bellflower, CA 90706

Re: Letter Agreement with respect to that certain Lease dated as of the ____th day of _____, 2018, by and between **City of Bellflower**, as Landlord, and **THE STAND UP CLUB**, a California corporation, as Lessee, for approximately 2,400 square feet located at 9831 Belmont Street, Bellflower, California (the "**Premises**").

Dear Mr. Giries:

In accordance with the terms and conditions of the above referenced Lease, Lessee accepts possession of the Premises and agrees as follows:

1. Date of Receipt of Entitlements: _____.
2. Building Permits Issued/Lease Commencement Date: _____.
3. Date of Issue of first Certificate of Occupancy: _____.
4. Length of Rent Deferral Lease: _____.
5. Deferred rent from the Lease Commencement Date to the Certificate of Occupancy Date is \$ _____ (# days x \$/day), which pursuant to Section 4 of the lease will be amortized over the remaining term of the lease and added to the Base Monthly Rent as Additional Rent.
6. Therefore the monthly Base Rent and Additional Rent will be \$ _____.

Please acknowledge your agreement to the terms set forth above by signing all three counterparts of this Letter Agreement in the space provided and returning two fully executed counterparts to my attention.

Sincerely,

Jeffrey L. Stewart
City Manager

Agreed and Accepted:

THE STAND UP CLUB, a California corporation

By: _____
John Giries, CEO

EXHIBIT C

SCHEDULE OF PERFORMANCE

MILESTONE	COMPLIANCE DATE
1. Obtain all required entitlements	Within 180 days of lease approval by City Council
2. Commence Construction	Within 120 days of the approval of required entitlements
3. Completion of Construction	Within 180 days of the issuance of building permits with a 120 day extension pursuant to approval by City Manager

*The City Manager is authorized to approve modifications to the Schedule of Performance on behalf of City.

EXHIBIT D

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Attn: City Clerk

[Space Above For Recorder's Use Only]

The undersigned Lessor declares that this Memorandum of Ground Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is dated as of _____, 2018 and is entered into by and between the CITY OF BELLFLOWER, a municipal corporation ("Landlord") and THE STAND UP CLUB, a California corporation ("Tenant").

RECITALS

- A. Landlord and Tenant executed that certain Ground Lease dated _____, 2018 (the "Lease") affecting the land described on Exhibit "A" (the Property).
- B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded, giving constructive notice of the existence of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Ground Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.
2. Term. The term of the Lease commences on the date CITY issues building permits for construction on the Property and expires on the earliest of (i) the date that is thirty (30) years after the "Commencement Date" as such capitalized term is defined in Section 3 of the Lease; (ii) the date that is forty (40) year after the "Commencement Date" if the Tenant requests and the Landlord consents to the lease term extension under Section 3 of the Lease; (iii) the Tenant exercises the purchase option under Section 5 of the Lease; or (iv) termination of the Lease under Section 16 of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date and year first above written.

LANDLORD:

CITY OF BELLFLOWER,
a municipal corporation

By: _____
Jeffrey L. Stewart, City Manager

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

TENANT:

THE STAND UP CLUB, a California
corporation

By: _____
John Giries, CEO

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____
(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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Signature of Notary Public

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____
(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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "A" TO
MEMORANDUM OF GROUND LEASE

PROPERTY DESCRIPTION

9831 Belmont Street
Bellflower, California 90706

Legal Description

PARCEL 1:

THE SOUTHERLY 120 FEET OF THE EAST 40.65 FEET OF THAT PORTION OF LOTS 9 AND 10 IN BLOCK 24 OF TRACT NO. 3557, IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGE 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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Assessor's Parcel Number: 7109-010-908

CITY OF BELLFLOWER

RESOLUTION NO. 18-09

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
LEASE AGREEMENT FILE NO. 793, IN A FORM APPROVED BY THE
CITY ATTORNEY, BETWEEN THE STAND UP CLUB AND THE CITY
OF BELLFLOWER FOR THE DISPOSITION OF REAL PROPERTY
LOCATED AT 9831 BELMONT STREET

THE CITY COUNCIL OF THE CITY OF BELLFLOWER DOES RESOLVE AS
FOLLOWS:

SECTION 1. *Recitals.* The City Council finds and declares as follows:

- A. It is in the public interest to promote and maintain economic development within the City's downtown;
- B. On or about July 31, 2014, the Successor Agency to the Dissolved Bellflower Redevelopment Agency transferred to City the real property located at 9831 Belmont Street (the "Property") pursuant to the approved Long Range Property Management Plan (LRPMP) in order to ensure the continued economic development in the downtown area;
- C. The Property is part of the City's downtown and its revitalization is crucial for the economic revitalization of the downtown;
- D. At the moment, the Property is underutilized. Improving the Property through private investment is a critical component of the City's overall plan for a thriving downtown;
- E. The City Council's efforts in fulfilling the community's expectations for an inviting and attractive downtown is demonstrated in a number of actions including, without limitation, the design and construction of the new Bellflower Events Center and Fire Museum; complete refurbishment of Bellflower Boulevard; the Bellflower Business Assistance Program; and adoption of a zoning overlays that incorporate various incentives for aesthetics and development of existing and new businesses;
- F. Following a property analysis performed by Douglass and Associates (September 7, 2017) the Property was identified as having a fair market rental rate of \$2,400 per month and a fair market value of \$300,000 ("FMV"). A copy of the Douglass and Associates report is available for public review in the City Clerk's office;
- G. On or about December 7, 2017, The Stand Up Club ("Developer") submitted a proposal to lease and develop the Property for a comedy theater (the "Development"). Part of the Developer's proposal is to lease the Property for \$2,400 per month with an option to purchase the Property at an updated FMV during the fifth and tenth year of a lease. The lease would also contain a provision for Consumer Price Index (CPI) increases on the lease amount;

- H. The Development will contribute to the overall economic improvement of the downtown area and helps fulfill the City's master plan for downtown revitalization; and
- I. For the reasons set forth above, the City finds it is in the public interest to adopt this resolution and desires to enter into a lease, with option to purchase, with the Developer.

SECTION 2. Findings. In accordance with Government Code § 52200.2 and 52201, the City Council finds as follows:


- A. The Development will create, retain, and expand job opportunities. It is anticipated that at least ten full-time equivalent jobs will be retained or added within the City as a result of the Development;
- B. The Development will result in increased property tax revenue. Once the Development is fully operational, it is anticipated that the amount of property tax will increase from the Property by at least 15% as compared to the property tax now collected from the Property in its vacant state.

SECTION 3. Authorizations. The City Council authorizes the City Manager to execute a lease with an option to purchase, and such ancillary documents, in a form approved by the City Attorney, as set forth in this Resolution.

SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 5. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER THIS 12th DAY OF MARCH 2018.



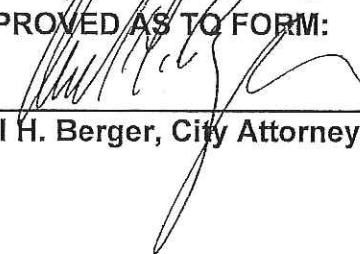
Ron Schnablegger, Mayor

ATTEST:



Mayra Ochiuki, City Clerk

APPROVED AS TO FORM:




Karl H. Berger, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF BELLFLOWER)

I, **Mayra Ochiqui**, City Clerk of the City of Bellflower, California, do hereby certify under penalty of perjury that the foregoing Resolution No. 18-09 was duly passed, approved, and adopted by the City Council of the City of Bellflower at its Regular Meeting of March 12, 2018, by the following vote to wit:

AYES: Council Members – Santa Ines, Dunton,
Garza, Koops, and Mayor Schnablegger

Dated: March 15, 2018


Mayra Ochiqui, City Clerk
City of Bellflower, California

(SEAL)

ATTACHMENT G

Request, Documents and Project Plans
Submitted by Applicant (Including Parking
Assessment)



CITY OF BELLFLOWER
PLANNING DIVISION
16800 CIVIC CENTER DR.
BELLFLOWER, CA 90706
562-804-1424
www.bellflower.org

MCUP-5-18-9027 KB STAFF USE ONLY

PROJECT CASE NO.:	RECEIVED BY:	DATE:
CU-5-18-9026	5/21/18	5/21/18
ENERGOV CASE NO.:	RECEIPT NO.:	
ZONING: TC	GPLU:	

PROJECT APPLICATION

Please complete this application thoroughly and attach all required documentation. Should you have any question regarding how to complete this application, please contact the Planning Division at 562-804-1424.

Check all applicable:

<input type="checkbox"/> Preliminary Review	<input type="checkbox"/> Development Review	<input type="checkbox"/> Zone Change
<input checked="" type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Tentative Map	<input type="checkbox"/> General Plan Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Zoning Ordinance Text Amendment
<input checked="" type="checkbox"/> Other: Minor Conditional use Permit		

NOTE: All plans submitted for entitlements must be prepared, and stamped and signed by a licensed design professional. Additional comments/corrections may arise during Building Plan Check that may result in revisions to the plans, and modification of the entitlements.

Project Address(es): 9831 Belmont St. Bellflower, CA 90706

Assessor's Parcel Number(s): 7109-010-908

Project Description / Request (attach additional pages as needed):
Convert 9831 Belmont St. into a Comedy Theatre

Project Valuation (estimate): \$400,000 Property Size (square feet & acres): _____

Applicant / Authorized Agent: John Giries Telephone: _____

Mailing Address: _____ Email: _____

City: Downey State: CA Zip: 90240-0

Property Owner/ Authorized Agent: _____ Telephone: _____

Mailing Address: _____ Email: _____

City: _____ State: _____ Zip: _____

NOTE: Properties under company ownership (i.e., Corporation, LLC) must provide a Statement of Information from the California Secretary of State identifying the company officers; any application lacking this information will be deemed incomplete.

I, _____, am the property owner for the subject property and have read and understand all statements including the filing requirements on the reverse side of this application. I hereby authorize _____ to act as my representative and to bind me in all matters concerning this application. I hereby affirm under penalty of perjury that the foregoing statements, facts and attachments are true and correct. I understand that this application for entitlement may be denied, modified or approved with conditions, and that such conditions or modifications must be satisfied prior to issuance of building permits. I understand that by filing the application, information on the application including, but not necessarily limited to, the name and address will be included on public records that are posted on the internet.

Property Owner's Signature	Date	Applicant's Signature	Date
<u>James Bellflower</u>	<u>6/5/2018</u>	<u>John Giries</u>	<u>6/7/18</u>

**THE
STANDS**
COMEDY THEATRE

May 22, 2018

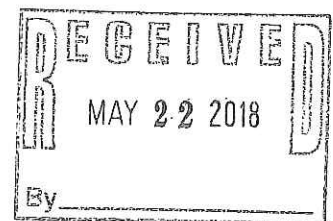
The plans for the Comedy Theatre were prepared in accordance with all applicable City and State regulations.

Inspected by licensed professional

Xpand Build Design

1301 Yellow Rose Way, Upland, CA 91786

Samir Kandah
626.261.3722





PPO#17880



Why you should choose Shield National Security.

Security protection managers at Shield National Security have over 40 years of experience. Shield National Security employs the most qualified security officers, hiring only the best of those who apply. We have **3 Million Dollars** insurance coverage.

- With the exception of major holidays, Shield National Security will NOT charge overtime to our clients.
- Field security supervisors have over 15 years of experience.
- Field security supervisors visit our customer sites for both scheduled and random quality inspections at least twice in an 8 hour shift.
- Shield National Security consultants operate 24 hours a day, 7 days a week providing full assistance in a timely manner and decision making no matter what time of the day or night.
- Shield National Security offers services on a 30 day trial basis.
- Shield National Security provides all of our valued clients with the GuardScan™ System free of charge.
- The majority of our security guards are licensed for Power to Arrest, Baton, Pepper Spray, Firearms and CPR/First Aid.
- Shield National Security provides marked vehicle patrol and/or a golf carts for larger areas, or multiple facilities located in different areas.
- Shield National Security tailors customized post orders for every location.
- Shield National Security holds more than the minimum state required limits in Liability Insurance and Worker's Compensation Insurance.
- Shield National Security guarantees the high quality security service at the most competitive rates. Shield National Security's pricing is very competitive and we have saved many of our valued clients approximately 35% or more. If you are looking for exceptional and outstanding service, then contact our security protection consultants and experience our advantages today!

Copyright 2014 Shield National Security Inc. All Rights Reserved



Cost of Services

Cost of Services

"We GUARANTEE TO MATCH OR BEAT OUR COMPETITOR'S PRICES"!

Shield National Security would like to thank you for the opportunity to submit our bid for security services for your facility. Shield National Security has a thorough and complete understanding of the work to be accomplished and are committed to providing the quality of service you expect.

Table with 3 columns: Classification, Cost, Holiday/Overtime. Rows include Unarmed Officer, Armed Officer, and Vehicle Patrol.

21220 Devonshire St. Suite 103, Chatsworth CA 91311

EMAIL: info@shieldnationalecurity.com

x Date service begins: _____ — Date Service ends: _____

Service Dates: _____

x Weekdays: _____

x Weekends: _____

x Total hours = _____ Total Amount: _____

x Client Name (Print) _____

x Client Business Name: _____

x Client Address: _____

x Client Service Address: _____

x Client Email Address: _____

x Client Phone Number: _____

X Date: _____

x Client Signature (agrees to terms and service dates above): _____

- HIRING: Client agrees that it will not, directly or indirectly, hire or employ any Shield National Security employee assigned to client while such employee is employed by Shield National Security or for one year thereafter.
ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. If Shield National Security is a prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
INSURANCE: Client agrees to assume all risk of loss or damages to its premises, business and property and property of others on Client's premises occurring as a result of fire, theft, or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, client waives its right of recovery against Shield National Security for any such loss or damage, however caused.



THE
STANDS
COMEDY THEATRE

Business Plan

Proposal for Comedy Theatre at
9831 Belmont Street, Bellflower, CA 90620



Table of Contents

- 1 Executive Summary**
- 2 Business Profile**
- 4 Vision and the People**
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- 15 Marketing Plan**
- 16 Sales Forecast**
- 17 Growth Trends in Comedy**
- 19 Comedy Health Benefits**
- 21 Communication Tools**



Executive Summary

To convert the Bellflower Theatre into a 150 seat capacity Comedy theatre venue that will host comedic talents. This business will become an anchor in the city, adding jobs and bringing in visitors and patrons throughout Southern California.



Business Profile

Description of Proposed Business

Comedy Theatre

Targeted Market and Customers

Our patrons would vary from age groups of 21 - 80 years of age and all ethnicities. Primarily couples and groups visit comedy theatres regularly, this gives Bellflower an opportunity to be an entertainment destination. Going to a comedy theatre is a unique way of satisfying the night life urge and having a great time.

Pricing Power

The Wednesday and Thursday shows will vary from \$10 - \$20 per person and weekend shows ranging from \$20 - \$40 per show depending on comedians. Discounting the tickets during the week gives people an opportunity to see more comedians for less.

There will be a (2) item minimum from each patron for each show. Each patron will have a minimum requirement of purchasing 2 items from the menu, either 2 drinks, 2 food items or 1 of each.

(This is standard in the industry)

Forecasting Trends

The age of Youtube and social media has created a new medium to watch and follow up and coming comics and performers, working with promoters to bring these online comics to a stage. With followers in the millions, tapping into this network will ensure we are up-to-date with current talent.

Age Restrictions

The minimum age to enter the business will be 21 years old due to the sale of alcohol. There will be a host reviewing identification to ensure all patrons are older than 21 prior to entering the venue.



Liquor License

We are required to have a type 48 license. We are in process of purchasing a type 47 license and have it converted to a type 48. We are presently in escrow for a type 47 liquor license and have filled out the necessary paperwork for the ABC.

There will be a storage room in the theatre that we will inventory all extra cases of alcoholic and non-alcoholic beverages. Most of the beverages will be stored in a refrigerator located within the bar.

Crowd Control Plan

Prior to each show, there will be a roped off area that will start at the box office and will wrap around the end of the street around the doctor's building. Once the doors open one hour before the show the crowd will be allowed to enter to get seated and order. After the door close for the early show, the line will start forming for the 2nd show.

After the show is over the crowd will exit from the rear of the building into the common area courtyard.

Trash/Refuse

At the end of all performances the trash will be thrown out in city approved trash containers.

Mission Statement

The mission of The Stand Up Comedy Theatre is to bring humor to those who need it, one laugh at a time! We are committed to advancing the art form of Comedy in the City of Bellflower and beyond as well as enlightening and entertaining patrons from all over Southern California with the funniest, trendiest and highly sought comedic performers from main stream traditional to new age and social media trending.

The Vision and the People

The Vision

Bellflower has revitalized the downtown area and having an entertainment venue that will bring visitors from all areas of Southern California that will come early or stay late after shows and visit restaurants, bars and other local businesses to contribute to the growth of the city.

Targeted Market and Customers

Our targeted demographics are people ages 21 - 80, all ethnicities. Patrons who visit comedy clubs are affluent people who are looking to have a fun night. Building an upscale comedy club would bring customers in on a nightly basis from word of mouth, experience and advertising.

I publish and distribute The Stand Up Comedy Magazine nationwide and internationally with a large online subscription base and printed issues. The club would share the same name as the magazine to drive more people to our establishment. We have respect in the industry from comic heavyweights such as George Lopez, Rob Schneider, Sebastian Maniscalco and many other industry agents and bookers.

The People

Work Experience Related to My Intended Business

I have been a business owner and operator for over 25 years in the marketing and entertainment industry located in Santa Fe Springs, CA and have been mentored by the owner of The Icehouse Comedy Theatre in Pasadena, CA.



The Stand Up Magazine Issues



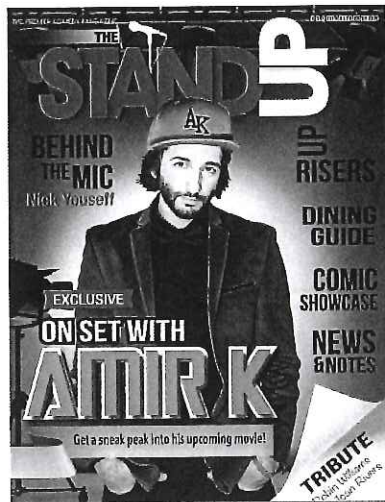
Sebastian Maniscalco



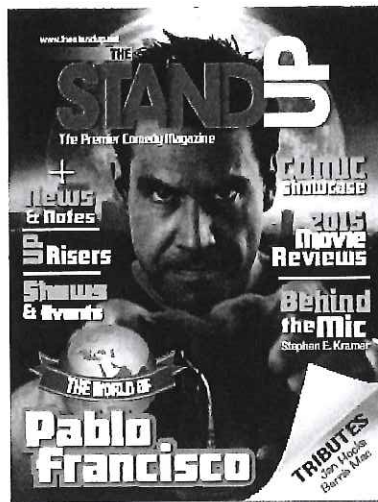
Maz Jobrani



Rachel Feinstein



Amir K



Pablo Fancisco



Anthony Jeselnik

The Stand Up Magazine Issues



Rob Schneider



Theo Von & Tiffany Haddish



Dave Coulier



Don Rickles



Chris Kattan

Audience Profile

Statistics provide by: **OC METRO**

www.thestandup.net

AGE

50% 25 to 34 yrs.
38% 35 to 54 yrs.
8% 55 to 69 yrs.
4% 70+

42
Median age of
The Stand Up
audience

GENDER

Female 50%
Male 50%

AUDIENCE INCOME

Median household income is
\$88,812



43% have a household income of \$100k or higher

AFFLUENCE



59% more likely to own a home valued at

\$1 MILLION
or higher

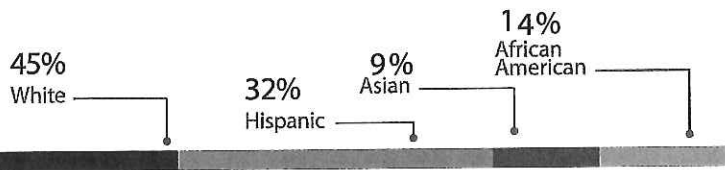
45% more likely to have a household income of

\$150,000+

Average home value

\$648,901

ETHNICITY PROFILE



FINANCIAL HABITS - Magazine/Newspaper Readers are:



41% more likely to have second home compared to average adult



62% have investments



40% more likely to have bonds, stocks or mutual funds compared to average adult

† Source: Scarborough Research R2, 2012 (Base: CA adults) Buying Habits and Corporate Spending is based on the 2011 Media



How We Plan to Take Advantage of Competitors Weak Points

Parking

All of the comedy theatres have issues with parking. Either too far away from the venue, metered parking structures or valet only.

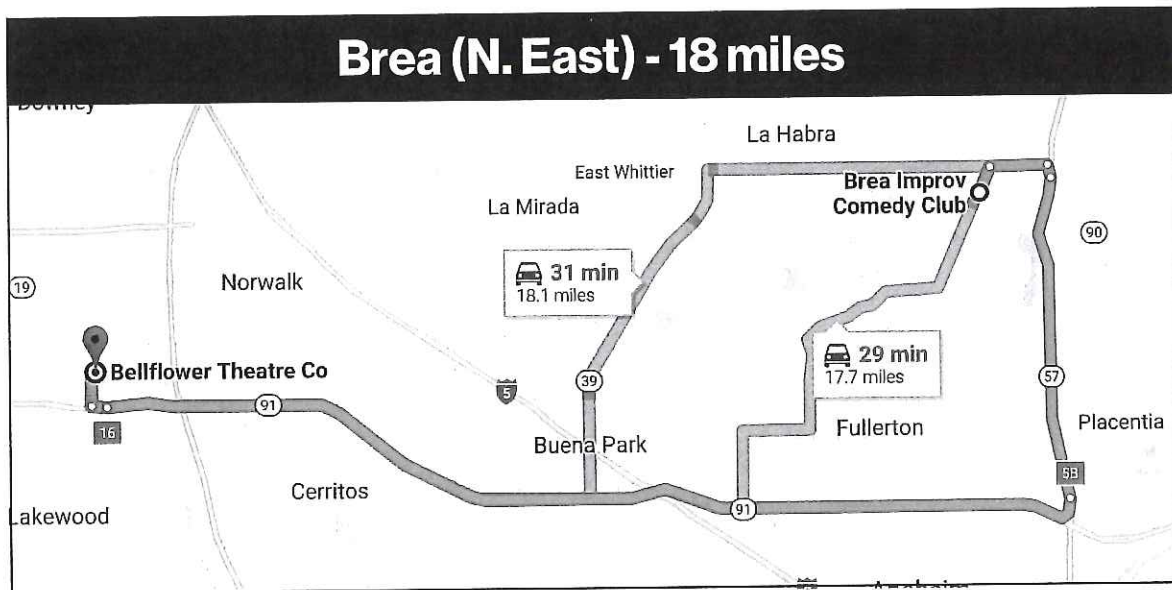
Patrons will have options to park either at the City of Bellflower owned public parking lots located on Adenmoor, Belmont and the lots across the street on Bellflower Blvd. behind Johnny Rebbs and / or the public parking at the civic center and public library parking garage.

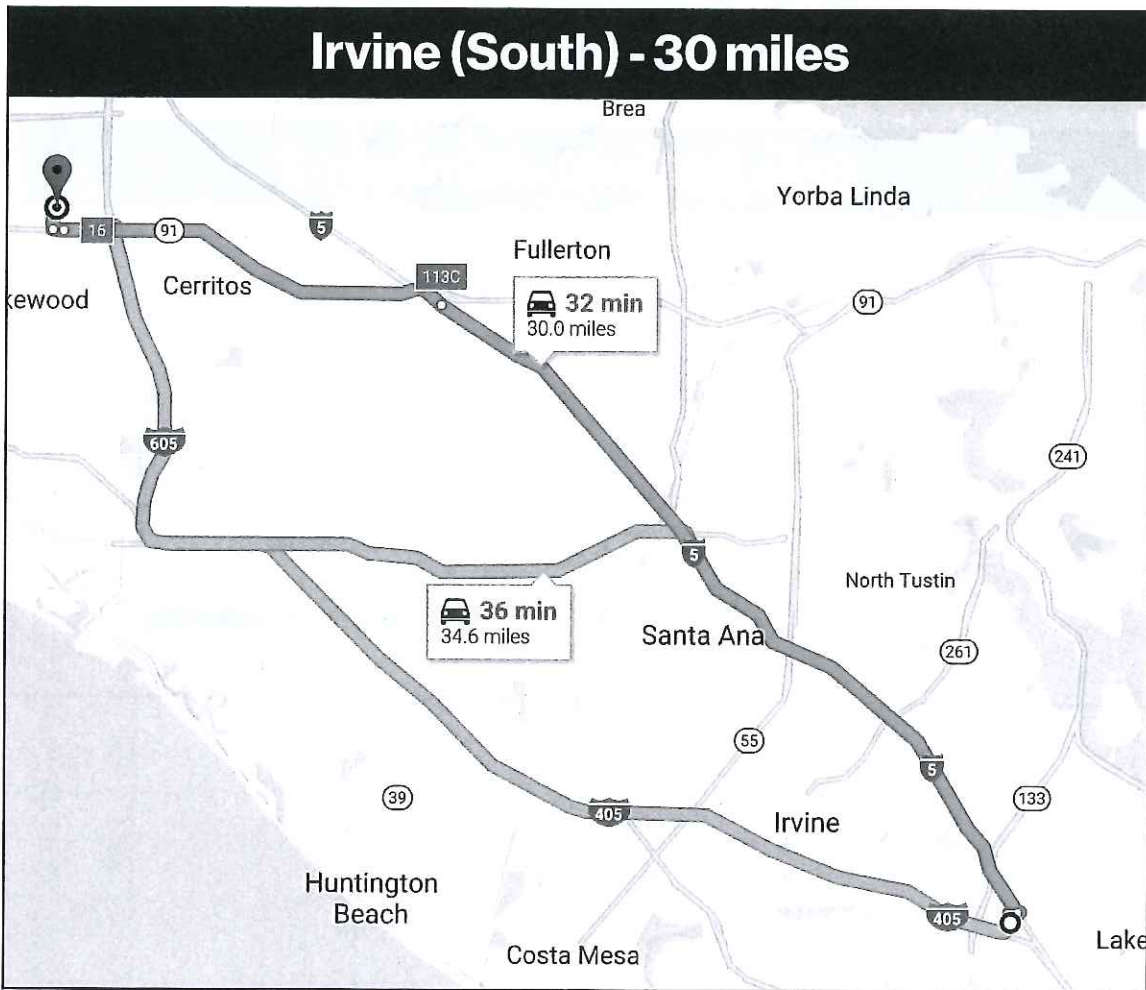
Valet service may be offered using city owned public parking lots. This service will be subject to a separate agreement with the City to utilize city owned parking lots.

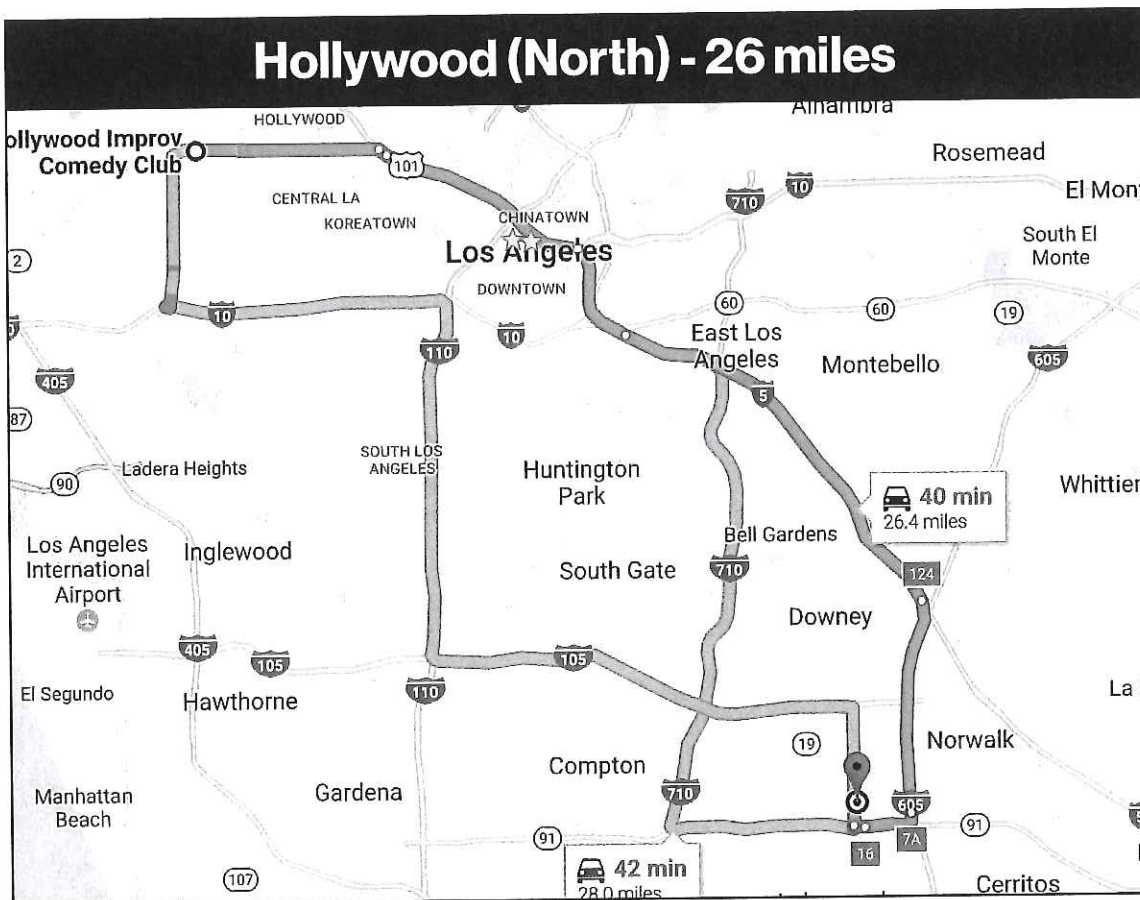
Location & Travel

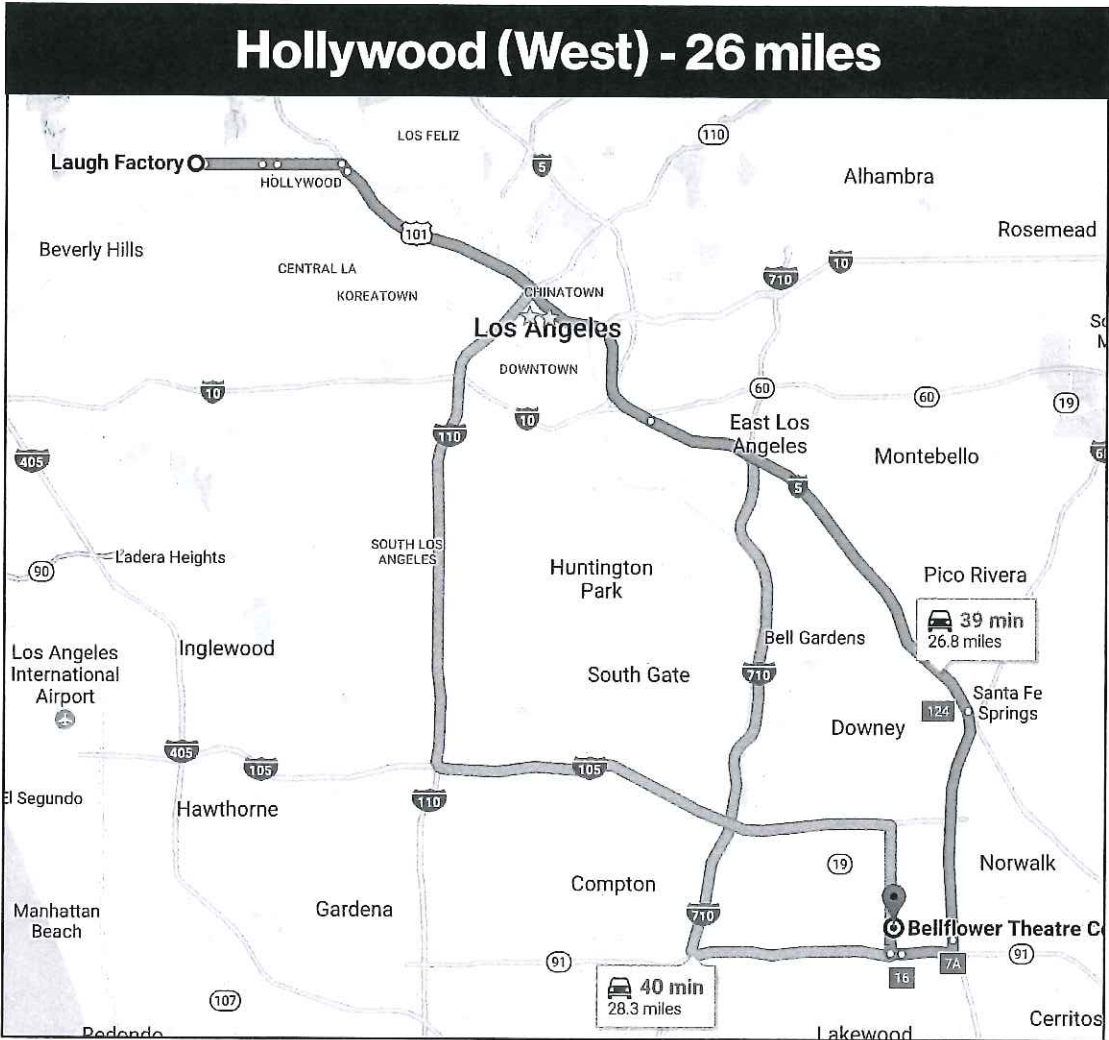
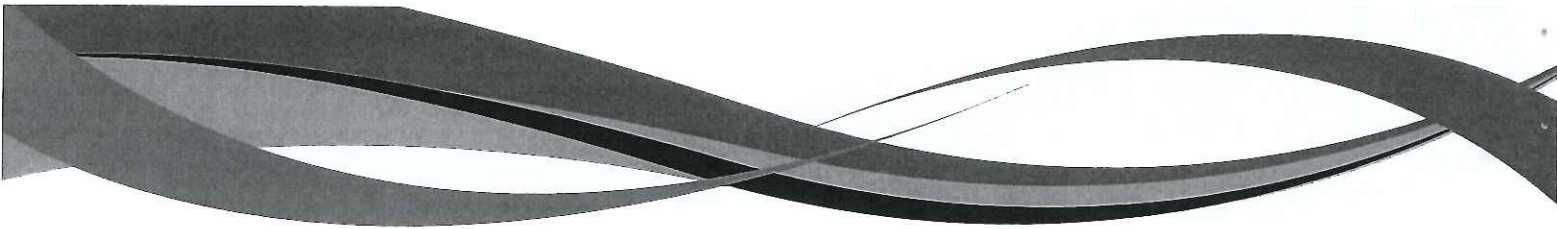
Most comedy clubs are situated in areas of grid lock. The city of Bellflower has advantages for patrons who do not want to drive in congestion through Hollywood or as far south as Irvine. Patrons will drive long distances to see comics they like.

Locations of Competition

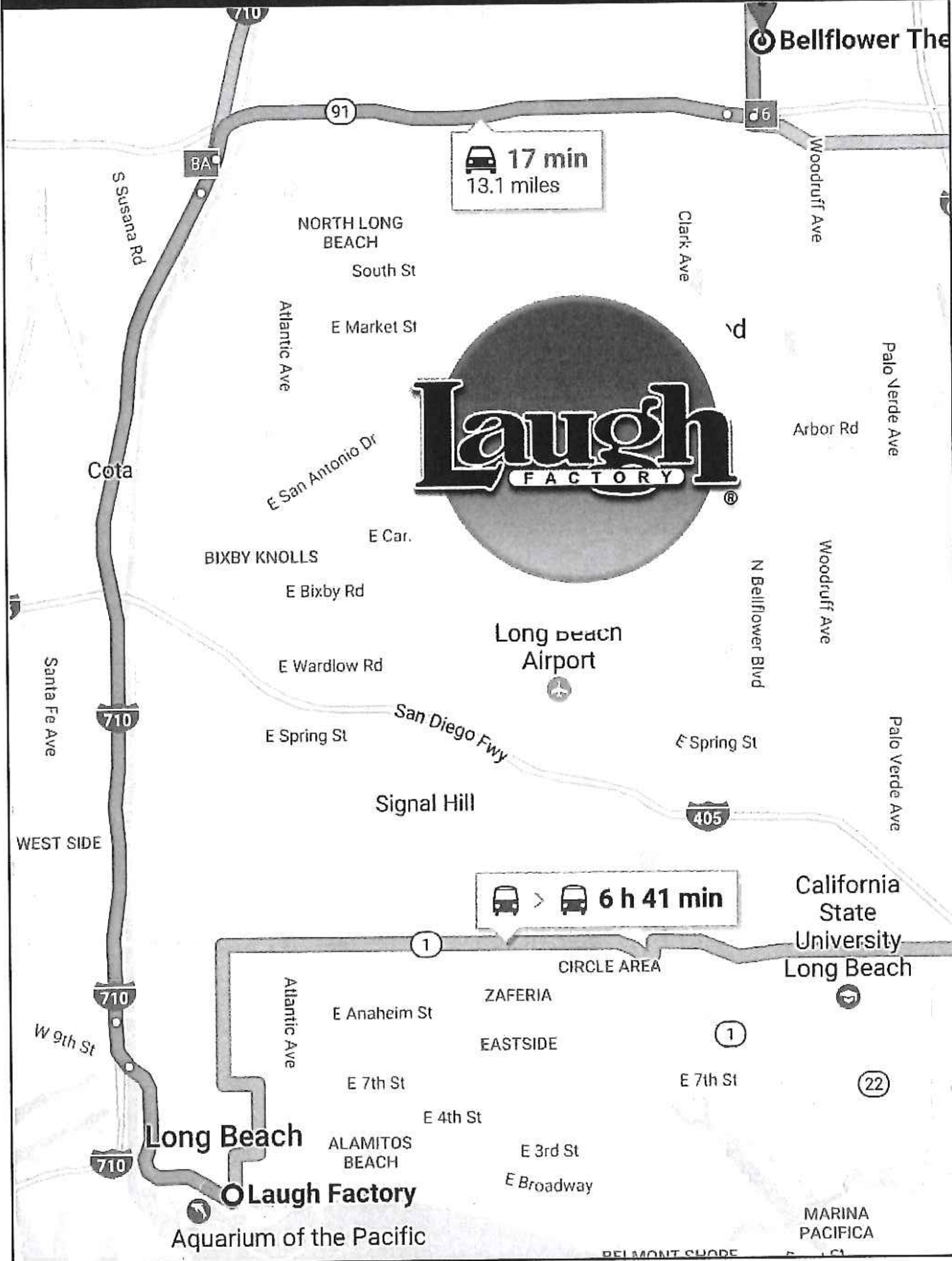


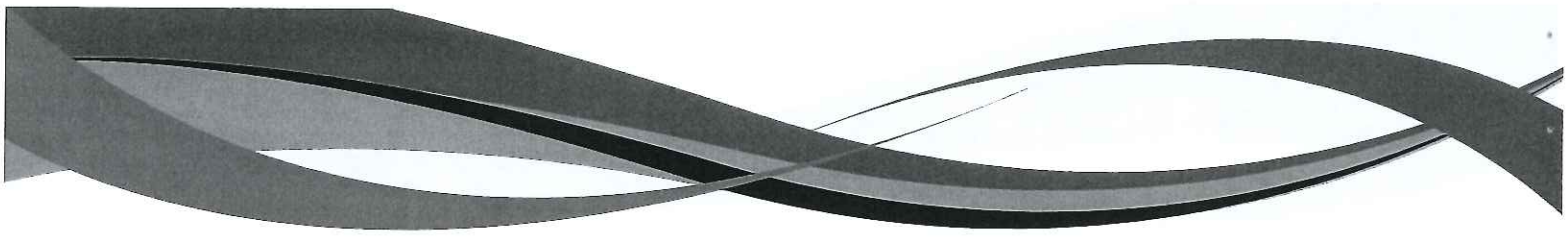




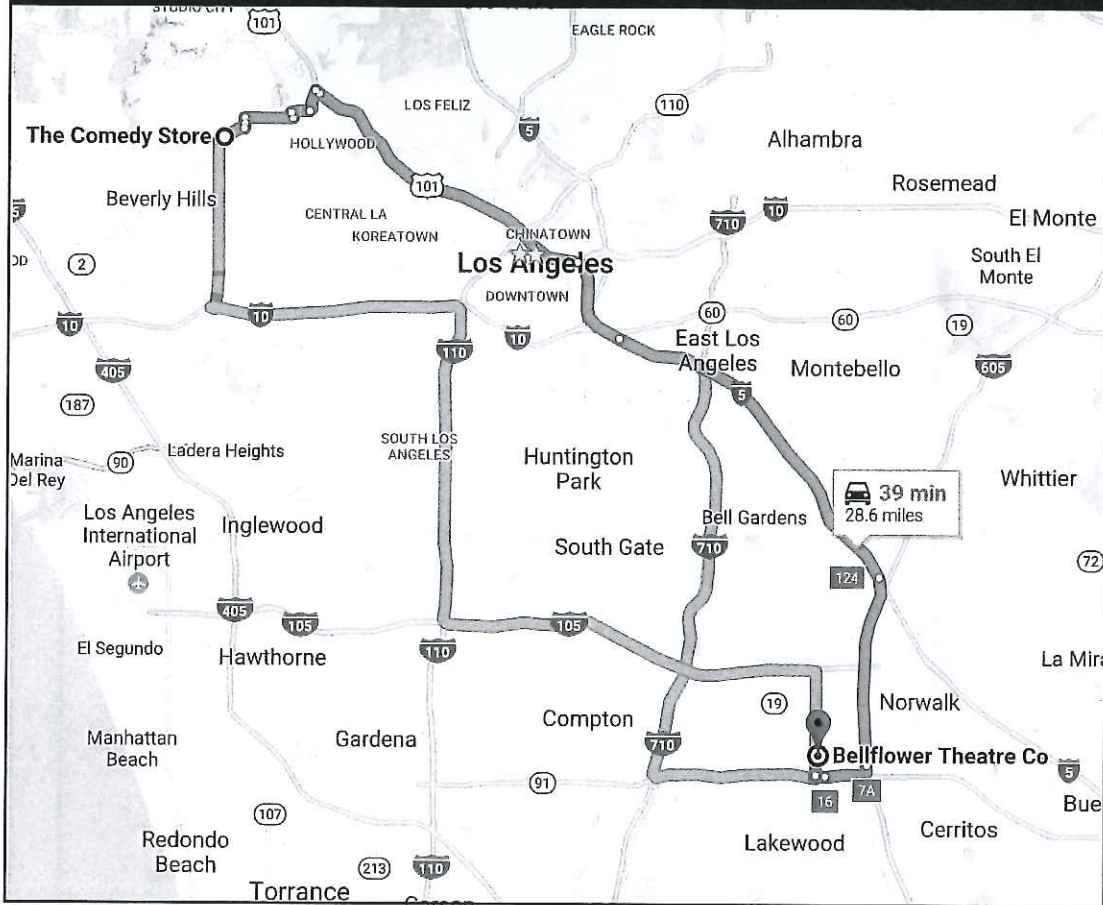


Long Beach (South) - 13 miles





The Comedy Store (North) - 28 miles





Marketing Plan

Comedy theatres give people the opportunity to unwind and enjoy a few laughs while on a date, looking to unwind for the evening or celebrating a special occasion. However, no one will show up for performances if they do not know about it. Marketing a comedy theatre does not have to be expensive or difficult -- many of the best ways to spread the word about an event are free or very low-cost.

Website

An accurate, updated website is essential to promote the comedy theatre. We will include a calendar with all upcoming shows, along with headshots and biographies of each performer. Making sure "big name" performers are listed prominently on the website. The theatre's website will list contact information, ticket prices and show times. There will be an e-commerce portal where fans can purchase tickets online.

Social Media Marketing

A continually-updated Facebook fan page and Twitter account are almost as important as having a website. We will use each social media website to promote upcoming shows and interact with fans. We will hold contests and/or ticket giveaways on our club's pages to get fans to spread the word on upcoming shows.

Free Tickets

No performer wants to play to an empty club, so we will ensure our audience is full by liberally offering free tickets for mid week shows. There will be a stipulation on the tickets requiring the (2) item minimum.

Sales Strategy

Our sales strategy is to provide access to the "early crowd" an hour before show-time to order drinks and to also get seats closer to the stage, that is a perk of showing up early.

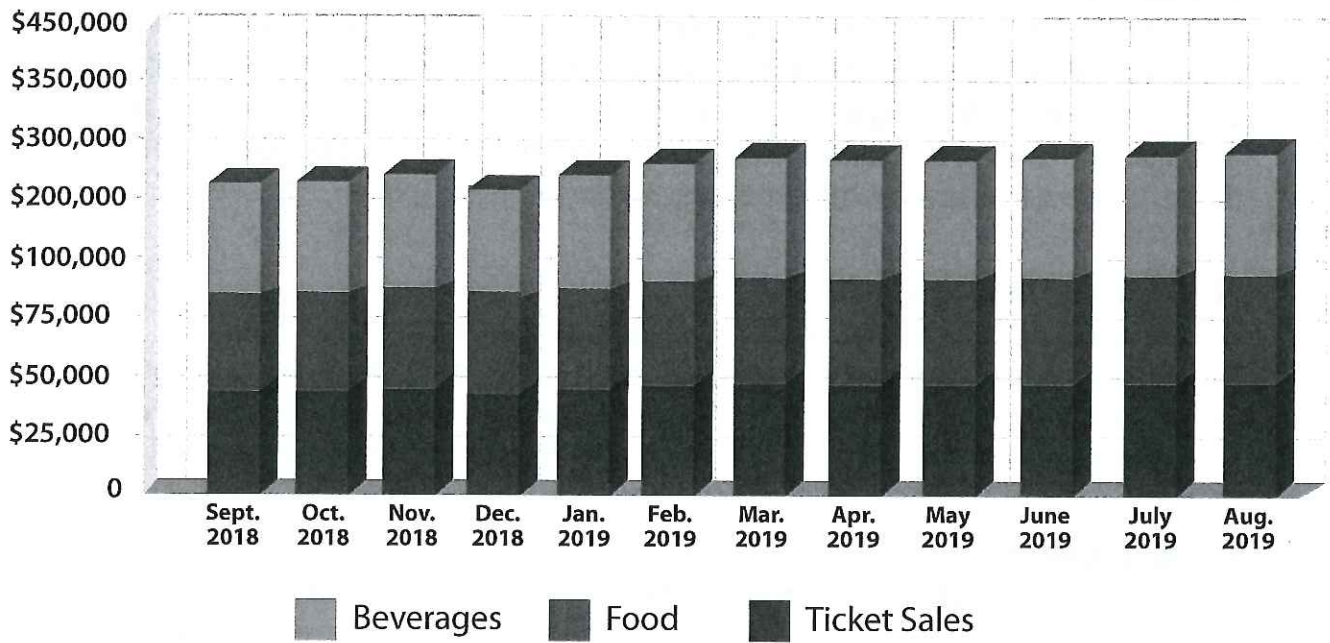
PodCasting

With a state-of-the-art sound system we would offer the stage during the day for podcasting rental for comics to stream and upload their content.

Sales Forecast

As the following table shows, we intend to deliver sales of over \$2,000,000 in the first year.

Projected Sales for the first 12 months

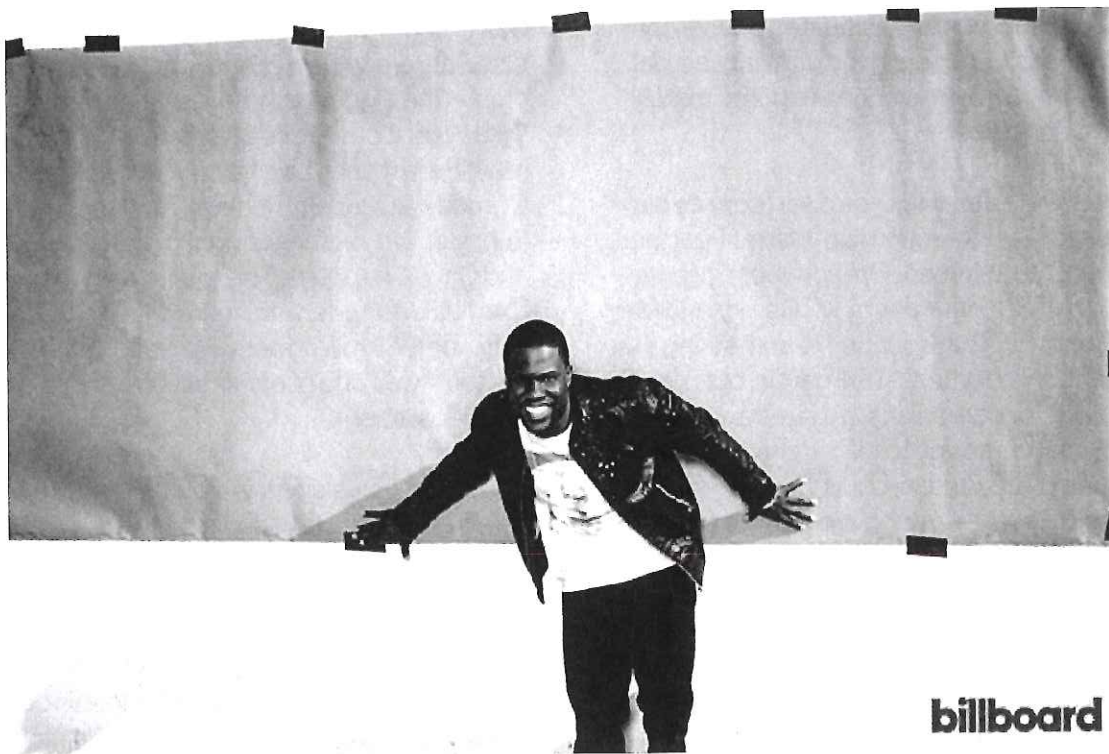




Growth Trends in Comedy

Comedy Issue: Live Comedy Becomes a \$300 Million Punchline

5/16/2014 by Ray Waddell



Kevin Hart

The Comedy industry is booming. Coffee houses and restaurants are now having a comedy night to increase their profits. Within the last 2 years there has been a spike in comedy venues based on the influx of new talent and crossover from stage to movies and television.

By virtually every metric — ticket sales, the number of stars moving up to the theater and arena level, the volume of acts doing good business — touring comedy is in the midst of a golden age.

“The comedy business has never been stronger,” says Nick Nuciforo, who heads up the comedy department at Creative Artists Agency (CAA). “There are more headliners now than ever, and a really fertile next generation.”

Profit margins are high, demand is growing, and ticket prices remain attractive in comparison to music and sports (often in the \$25 to \$80 range for theater shows). For the right headliner, fees at the club level can reach six figures, theater dates \$250,000 and arena shows between \$500,000 and \$1 million. Billboard estimates the live comedy business — including the growing festival space — generates revenue of approximately \$300 million a year.

“Did you ever even think you’d see comics playing arenas?” asks Judi Brown-Marmel, partner at Levity Entertainment Group, whose clients include Jeff Dunham, Jenny McCarthy and Mary Lynn Rajs kub. “That sounds like something that only happened for rock’n’roll bands, but now it’s happening for comedians.” At least a dozen acts have demand enough to play arenas, with many — including Aziz Ansari, Louis CK, Lewis Black and Brian Regan — mixing arenas and theaters to maximize their markets.

“When Louis CK goes on a show, he just walks onstage in a black shirt and jeans and a microphone and he’s rocking a 5,000-cap house the same way an eight-piece band with video screens and pyrotechnics would,” says Mike Berkowitz — who oversees comedy at the Agency for the Performing Arts (APA) and represents CK, Ansari, Kevin Hart and Mike Birbiglia, among others. “It’s punk rock, that’s what it is.

Perhaps the best indicator of how well comedy is faring on the road is the number of comics touring at the 1,000- to 5,000-seat theater level, once reserved for those at the top of the food chain. Nuciforo says that 15 years ago there were “maybe a half dozen at most in the whole industry that could play theaters.” Today, CAA reps more than 30 headliners who can play theaters and larger venues. And that’s just a piece of the overall picture. “At this point, I would say there are probably at least 75 comedians that could sell out a theater,” says Berkowitz.

And while music festivals are flirting with a saturation point, the comedy festival scene is growing. There are established comedy fests in New York; Miami; Montreal; Toronto; Chicago; San Francisco; Austin, Texas; Portland, Ore.; and elsewhere, and new events coming on line all the time — the biggest addition is Vince Vaughn’s Wild West Comedy Festival in Nashville May 15 to May 18. Last year, Live Nation fielded the Oddball Comedy & Curiosity Festival in partnership with Funny or Die, featuring Flight of the Conchords and Dave Chappelle. The tour played 15 dates at Live Nation sheds, with nearly 200,000 tickets sold and \$7.3 million net. Live Nation’s Wills says the tour “was one of our finest hours as the comedy department.”

Unlike most musicians, who tour around album release cycles, “comedians tour year-round, and a lot of comedians tour in between projects,” says Wills, citing Black and Regan as two of the hardest-touring comics. Live Nation has 73 shows booked on Regan’s current tour, for example. Wills touts rock star numbers for his comedy tours, like 30,000 tickets sold for five sellouts at Radio City Music Hall in New York for Chappelle in June.



Top 10 Health Benefits for attending a comedy show

By Health Fitness Revolution

We all find delight in our comfort zones. That's why everyone has at least one comedy show that they keep going back to when they need to cheer up. Comedy releases happy hormones, such as serotonin, and helps us feel at ease. So while laughter might not be the best medicine, it does deliver a dose of both mental and physical benefits with every tearful roar. We suggest you straight to the source and attend a comedy show. If you need any convincing, here is a list of 10 health benefits of attending comedy shows.

Relieves Stress

Comedy shows maximize the benefits of laughing, especially if the laughs have you holding in your tummy. Laughing reduces stress hormone levels, such as cortisol and epinephrine. This creates a relaxed environment for both your mind and body. In a 2008 study published by the American Physiological Society, researchers found that the mere anticipation of laughter lowered the levels of three stress hormones. Cortisol, epinephrine and dopamine lowered by 39, 70 and 38 percent.

Muscle Relaxer

Give your muscles a break by attending a comedy show. Laughter increases oxygen flow and helps relieve built up muscle tension. A single comedy show can leave your muscles feeling relaxed for up to an hour afterwards.

May Help Reduce Blood Pressure

Laughing, especially for a long period of time, increases both your heart and respiratory rate. These increases are then followed by a subsequent decrease in heart rate, respiratory rate, and blood pressure. This makes viewing comedy shows an effective way to lower blood pressure.

Burns Calories

Sitting around in a dark room isn't exactly the healthiest way to spend your time. But as far as sedentary activities go, attending a comedy show is at the top of the list. As it turns out, laughing burns calories. A researcher from Vanderbilt University found that laughing for 10-15 minutes can potentially burn up to 50 calories.

Stimulates the Brain

Laughter is no joking matter. It engages several sections of your brain. In particular the three main brain components are motor cortex, and the nucleus accumbens. These areas are involved respectively in cognition, movement, and emotional perception. The multiple neural processes involved in laughter makes viewing a comedy show a complex activity, especially for the brain.



Treats Schizophrenia

A night's worth of laughter can also alleviate some schizophrenic symptoms. A study done on schizophrenic patients found that laughter reduced levels of psychopathy and enhanced social awareness.

Natural Pain Killer

As shocking as it may sound, watching a comedy show can be a natural way to alleviate pain. Laughing releases a heavy dose of endorphins, which act as natural pain relievers. In a 2011 Oxford University study, researchers found that participants who watched a comedy show right after being subjected to painful stimuli managed to have a higher pain tolerance than those who were subjected to pain alone.

Strengthens Immune System

A comedy club is also be a great place to fight infection. Laughing increases the body's immunity by releasing infection fighting antibodies.

Regulates Blood Sugar

Researchers from the University of Tsukuba found that individuals who spent their time laughing at a comedy show after dinner had healthier blood sugar levels than those who did not. The researchers concluded that laughing everyday could be beneficial for diabetics.

Builds Relationships

Whether it be a first date with someone you finally mustered up the courage to ask out, or just a light hearted girls night out, a comedy show is a great environment to be in with people you adore. What better way to relieve any of the awkward tension involved in the 'getting to know' someone phase than by laughing it out in a crowd filled with happy people?

And if you're looking for an alternative to the typical bar scene, ditch the narrow bar stool and laugh the week's worth of stress away with your friends. Sharing your laughter with loved ones allows each of you to learn more about each others' taste in humor. That's a great way to build any relationship.



Communication Tools

- **Website:** An integrated e-commerce website with Laugh Stub and/or TicketWeb tools for online purchasing and promotions. Patrons will be emailed various discount codes and complimentary passes.

The website will showcase the calendar of events for 2-3 months ahead. Patrons will be able to reserve and purchase tickets electronically.

- **Social Media:** Regular social media tweets and updates to keep our patrons and followers up-to-date with current events and news.

- **Automated Information:** Recordings of upcoming events and general information will be available 24 hours a day.

- **SMS Marketing:** SMS marketing is the perfect tool to reach 21st century audiences who enjoy interacting via text messaging. People are more likely to read a text message than read a flyer posted on a lamppost or an ad in a newspaper. Text messages also have a much higher open rate than emails. That's why SMS is something that you can use to gain a competitive edge and reach club audiences more effectively available 24 hours a day.

- **Direct Mail:** Once we populate a mailing list from our patrons we will provide upcoming calendars in a postcard to give enough time for people to buy tickets ahead of time.

Website

HOME COMEDIANS HISTORY Facebook Twitter YouTube + LOCATIONS

THE STAND UP

ARIES SPEARS

MAY 25-28

FEATURED EVENTS

- ARIES SPEARS 5/25-26/10 Chicago Impres
- JAY LARSON WITH NIKKI GLASER 5/27 Hollywood Impres
- COMEDY SCHOOL WORKSHOP 6/03 Chicago Impres
- AND SCHNEIDER - FRANK GADICE 6/02-03/04 Black Impres
- JON LOVITZ 6/01-03/03 Irvine Impres
- STEVE TREYING 6/01-12/04 Buffalo Impres

FEATURED COMEDIANS

THE STAND UP HOME DINING PRIVATE EVENTS INFO Facebook Twitter YouTube TICKETS & SCHEDULE

JON LOVITZ

EVENTS

Jun 1 Thu	Jon Lovitz 8:00 PM	SPECIAL EVENT	TICKETS
Jun 2 Fri	Jon Lovitz 7:30 PM	SPECIAL EVENT	TICKETS
Jun 3 Sat	Jon Lovitz 7:00 PM	SPECIAL EVENT	TICKETS
Jun 3 Sat	Jon Lovitz 9:30 PM	SPECIAL EVENT	TICKETS

Ele disse: "Benji Acordel, Defiant, Defiant, Defiant"

Two item minimum purchase required
Special Event

ALL SALES ARE FINAL

Ticket Info:
General Admission - first come, first seated

For Group Sales, [CLICK HERE](#) or call (949) 854-5455

Got Questions? [CLICK HERE](#)

FOLLOW US ON FACEBOOK
The Stand Up Comedy Club
26,180 Likes
Like Page

FOLLOW US ON TWITTER
Tweets by @standupcomedy



Management and Organization

The day-to-day business operations will be handled by John Giries. Since he has managed and operated a multi disciplinary business for over 25 years , his experience is invaluable to this project.

EMPLOYEES

- **Servers/waiters** (Approx. 5-6; tasks will be serving food and drinks to patrons)
- **Host / Hostess** (Greeting patrons, validating tickets and seat assignments)
- **A/V technician** (Controller of sound and video for the performances)
- **Unarmed Security** (Patrols inside and outside of club to maintain safety)
One security guard will be at the front and the other in the back near the courtyard.
We will use a company that specializes in providing security to venues. (TBD)
- **Manager** (John Giries)
- **Booker** (Responsible for scheduling (booking) talent for the calendar of events)
- **Social Media Specialist** (Keeping our social media information up to date and reaching out)
- **Bartenders and Bar back** (Experienced bartender and bartender's assistant)

PROFESSIONAL AND ADVISORY SUPPORT

- **Attorney** (Robert Johnson)
- **Accountant** (TBD)
- **Insurance Agent** (Paul Giries, State Farm agent)
- **Bank** (Bank of America)
- **Consultants** (Jan Smith - Booking agent)
- **Mentors** (Bob Fisher, owner Ice House Comedy Club)

Ticket Sales

- **Laugh Stub** (Standard online ticket agency that promotes and sells for clubs)
- **Ticket Web** (Standard online ticket agency that promotes and sells for clubs)
- **Box Office** (Walk-up purchases)



Expenses & Revenues

Wednesday - 1 show

Thursday - 2 shows

Friday - Saturday - 2 shows each night

Sunday - 1 show

Each show is roughly 60 - 90 minutes.

EXPENSES

- 5-6 Waitresses @ \$11.00 per hour
- 2 security guards @ \$20 per hour
- Hostess @ \$15 per hour
- Audio / Video Tech \$35 per hour
- Bartender \$30 per hour
- Barback (bartender's assistant - \$12 per hour

Hours from 6:00 pm - 11:00 pm (5 hours)



Costs & Revenues (cont.)

TALENT

- MC - \$100 per show
- Opening Act - \$250 per show
- Headliner - \$500 - \$5,000 per show depending on popularity

\$2,350 on talent per show (average)

\$1,188 employee wages per show (not counting worker's comps)

\$3,538 total per show

Rent - 2,400 sqft. @ .99¢ sqft. = \$2,376 (estimated)

Utilities = TBD

Monthly Gross Sales (Approx.)

Door fees: Wednesday /Sunday = Average per patron is \$22 x 7 shows a week

\$89,000 in door fees a month x 12 = \$1,068,000

Beverage Sales - Average per patron is \$25 x 7 shows a week

\$105,000 in beverage sales a month x 12 = \$1,260,000

Processing fees for ticket sales: \$1.00 per transaction profit

\$4,200 per month x 12 = \$50,400 annually

Total Gross annually: \$2,378,400 (Approx.)



Start-Up Capitalization

OWNERS' INVESTMENTS	Amounts	% Total
John Giries	\$150,000	80%
INVESTORS		
Tony Saba	\$100,000	10%
Andrea Durow	\$100,000	10%
Sub-total	\$350,000	

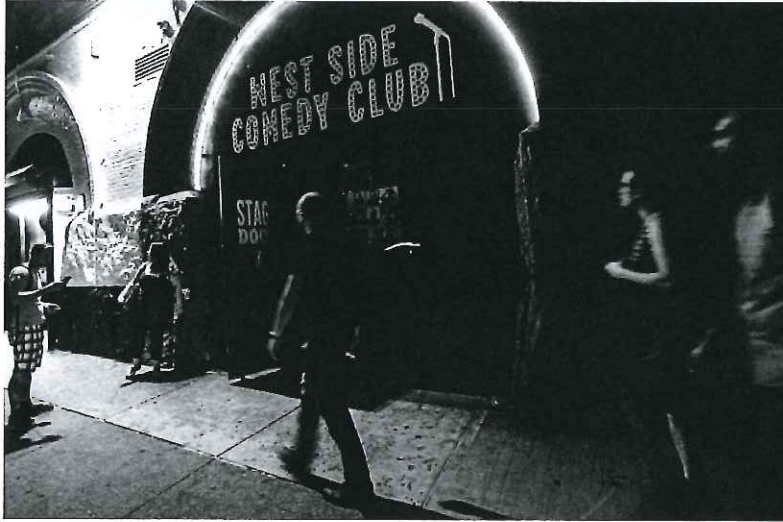


Analysis of Cost

- Design and Structural Plans - \$15,000
- Permits (CUP) - \$4,200
- General Construction - TBD
- Fixtures, furniture, decor - TBD
- Lighting and Audio purchase and Installation - TBD
- Liquor License - Type 48 - \$98,000
- New security cameras will be installed on the interior and exterior - TBD

No Laughing Matter: New York Comedy Clubs Flourish

Clubs enjoy a revival after earlier overexpansion, with new spots opening and established ones having to turn away patrons



West Side Comedy Club, which opened in early October, is the latest addition to the New York comedy scene. PHOTO: BYRON SMITH FOR THE WALL STREET JOURNAL

By Charles Passy

Updated Nov. 26, 2017 8:29 a.m. ET

New York is getting serious about joking around.

The city is enjoying a comedy boom with the opening of several new clubs in the past few years. West Side Comedy Club, a 100-seat venue on Manhattan's Upper West Side, is the latest addition to the scene, bowing in early October.

And other venues are adding comedy to the mix. Fishbowl, a bar and lounge at the Dream Midtown hotel, has launched a monthly comedy program, with the next one slated for Wednesday night.

Established clubs say their business has been growing as well. Case in point: Carolines on Broadway, the 284-seat Times Square club that has a roster of such familiar comedians as Tracy Morgan, Kathy Griffin and Dave Chappelle.

Owner Caroline Hirsch says attendance has increased by roughly 50% over the past 25 years to a current figure of about 150,000 a year.



Comedy is "bigger than ever right now," Ms. Hirsch said.

Several factors are driving this trend, those within the industry said.

Comedy has become more accessible, with stand-up acts showcasing their work through a range of channels, including online videos, podcasts and satellite radio.

The 14-year-old festival, widely considered the city's premier annual comedy showcase, has experienced growth as well. It now encompasses 100-plus shows, more than three times the number in its early years.

Comedy clubs also have tweaked their business models from the traditional free-standing venue.

West Side Comedy Club is located in the basement space of Playa Betty's, a Mexican restaurant, and the two businesses have the same ownership.



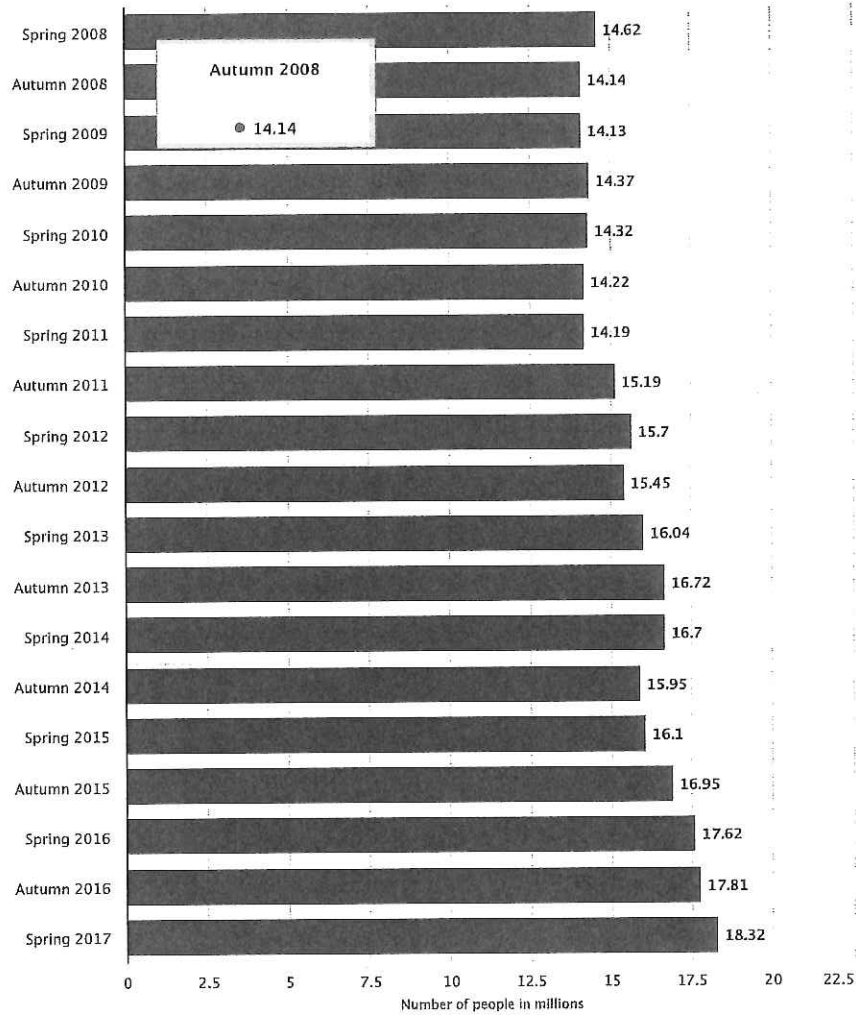
From left, West Side Comedy Club owners Nina and Eugene Ashe, with club booker Gina Savage PHOTO: BYRON SMITH FOR THE WALL STREET JOURNAL

That means there is less pressure for the club to succeed by itself, said Eugene Ashe, the principal owner of both the stand-up venue and restaurant.

It also means Playa Betty's and West Side Comedy Club can cross-market themselves. The restaurant encourages customers to head downstairs by providing a sneak peek with a live feed of shows from the club. The club tries to get patrons to hang out at the restaurant after shows with the offer of a free mini-cocktail.

West Side Comedy Club isn't alone in thinking outside the box. At Q.E.D., a three-year-old club in Queens' Astoria neighborhood, the space is used during the daytime for classes in everything from embroidery to

Number of people who visited comedy clubs within the last 12 months in the United States from spring 2008 to spring 2017 (in millions)

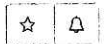


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DESCRIPTION SOURCE MORE INFORMATION

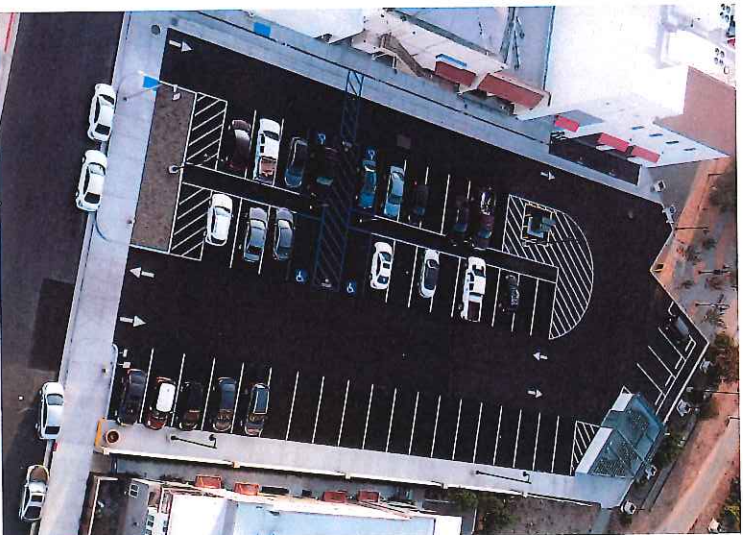
This statistic illustrates the number of people who visited comedy clubs in the United States from spring 2008 to spring 2017. The statistic indicates that 18.32 million people in the U.S. visited comedy clubs within a period of 12 months prior to spring 2017.

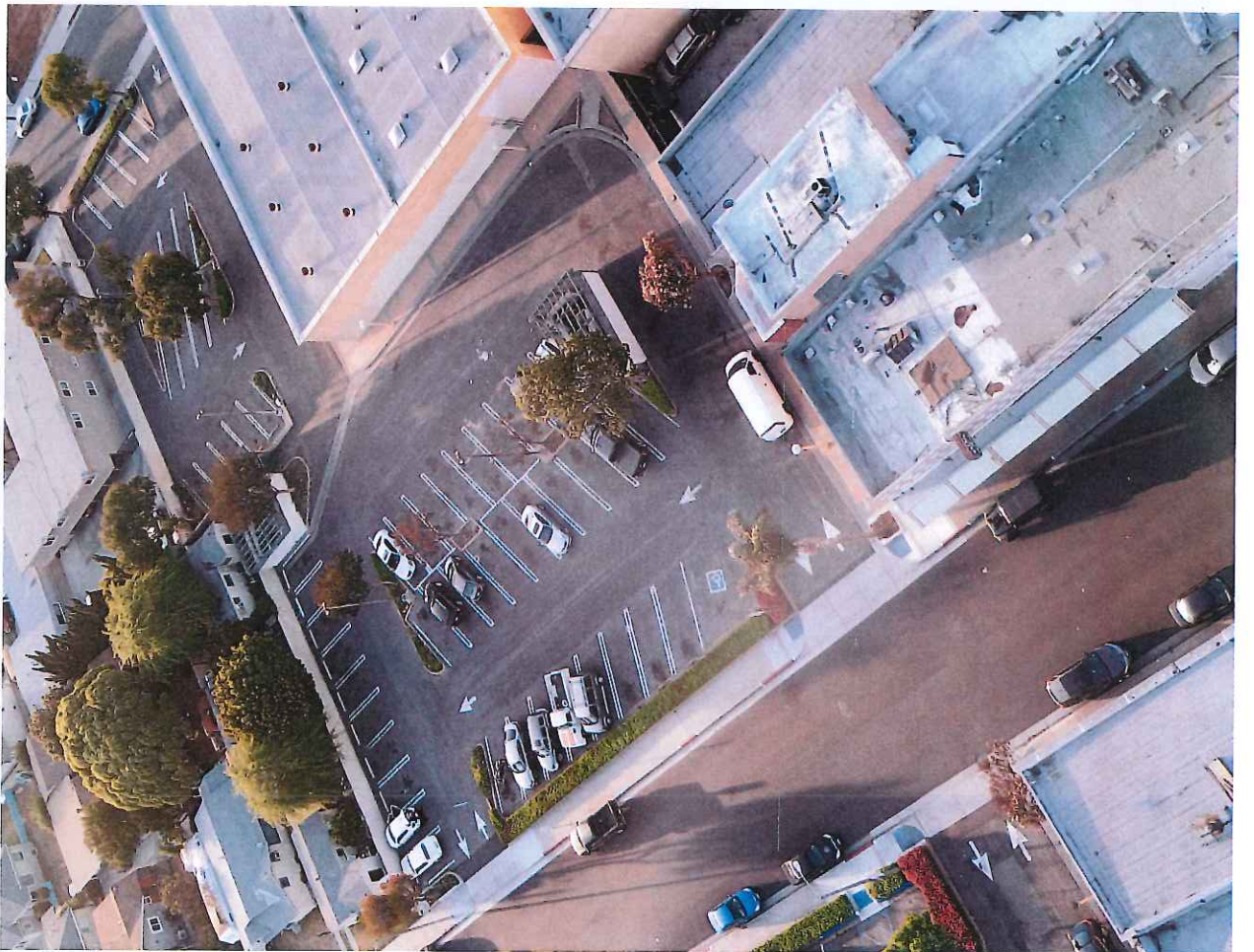
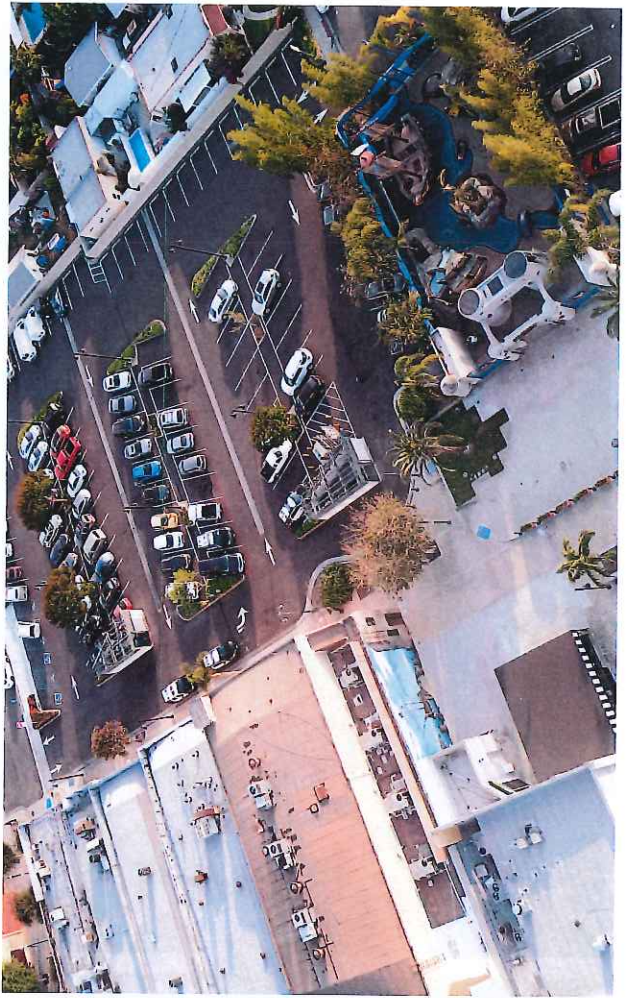
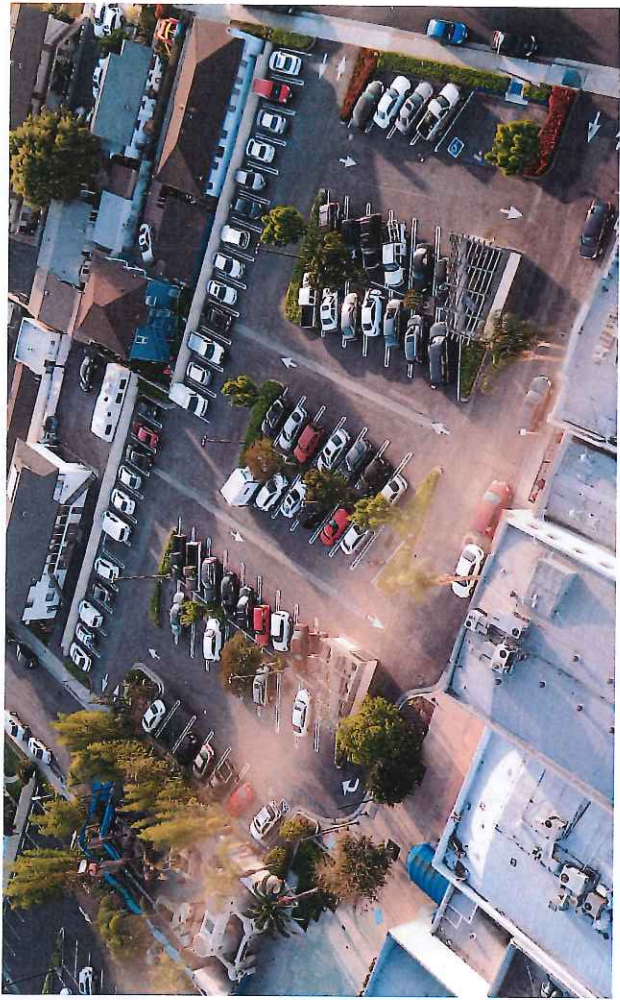


Parking Assessment | Friday, May 18, 2018 - 7:00pm | Courtyard & additional parking



70 open parking spaces

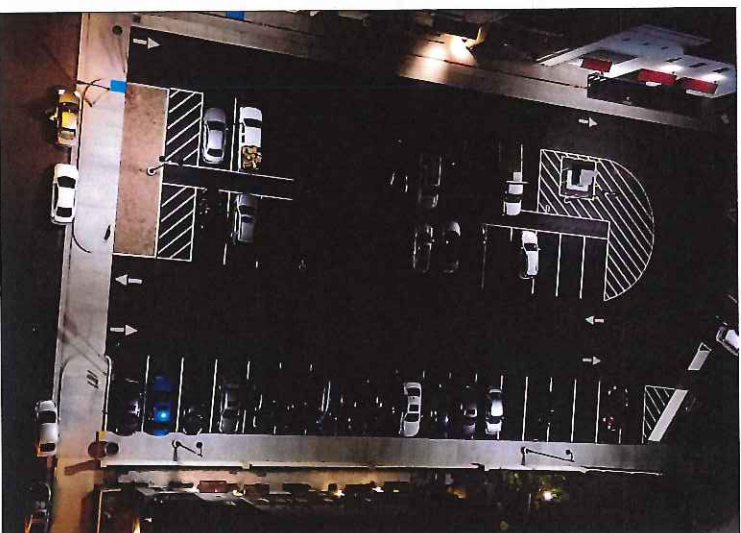


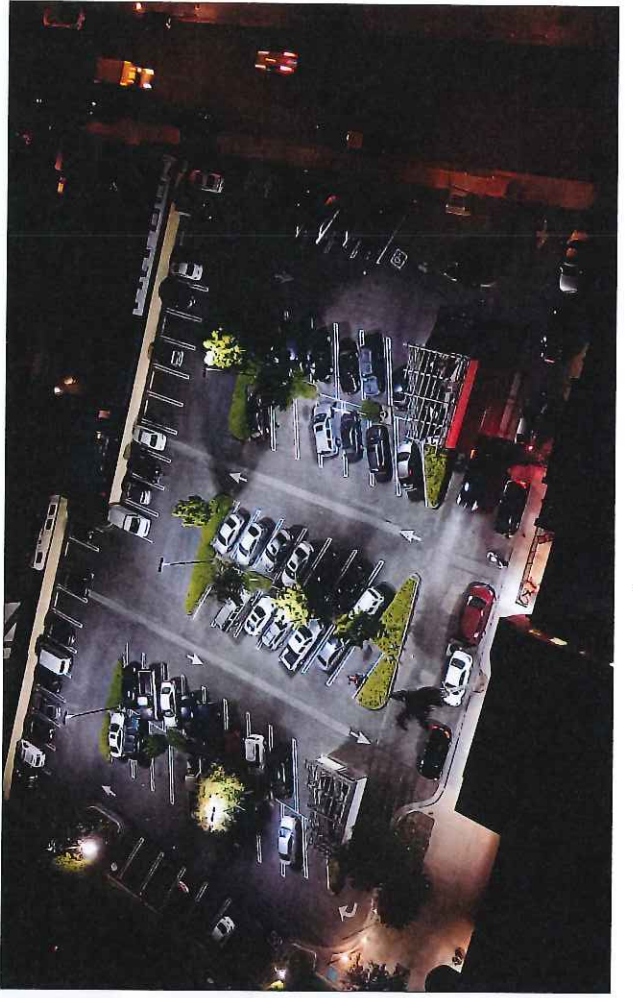


Parking Assessment | Saturday, May 19, 2018 - 9:00pm | Courtyard & additional parking



102 open parking spaces

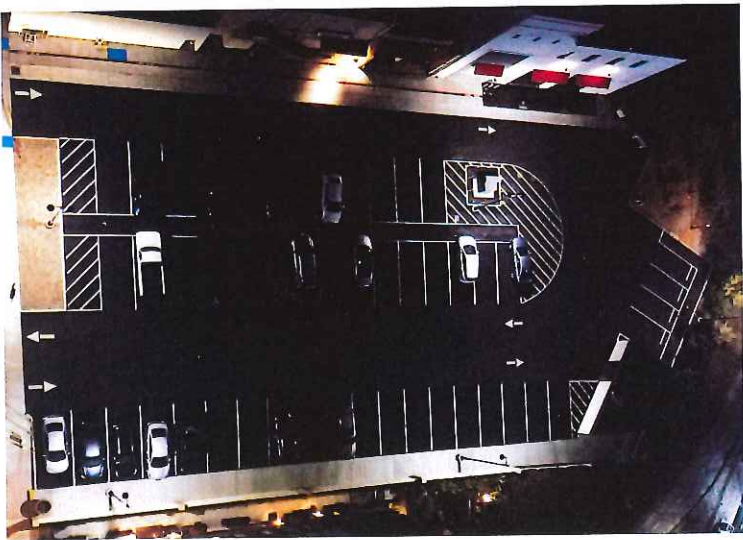


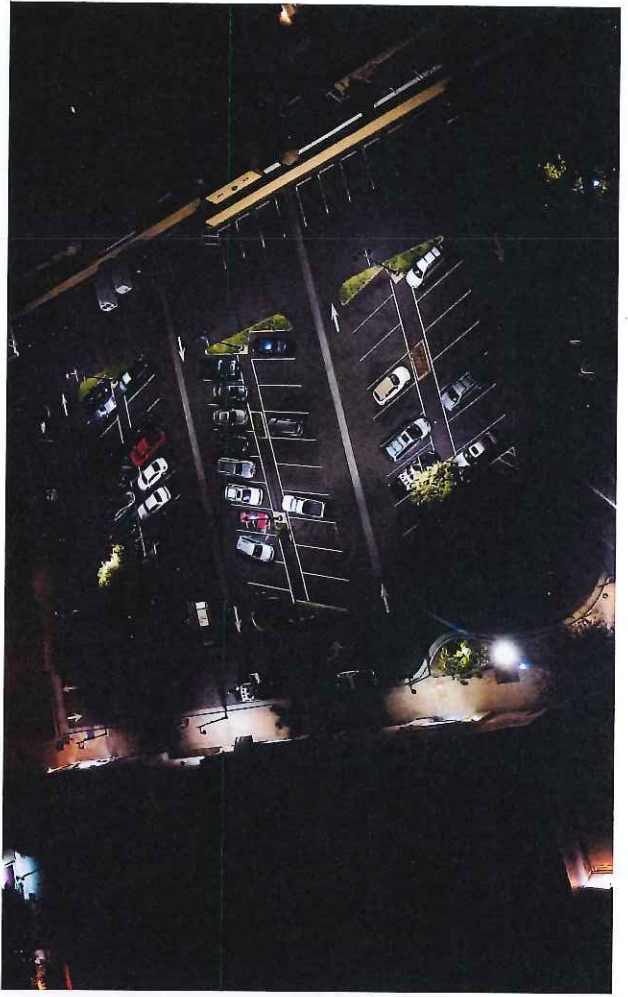
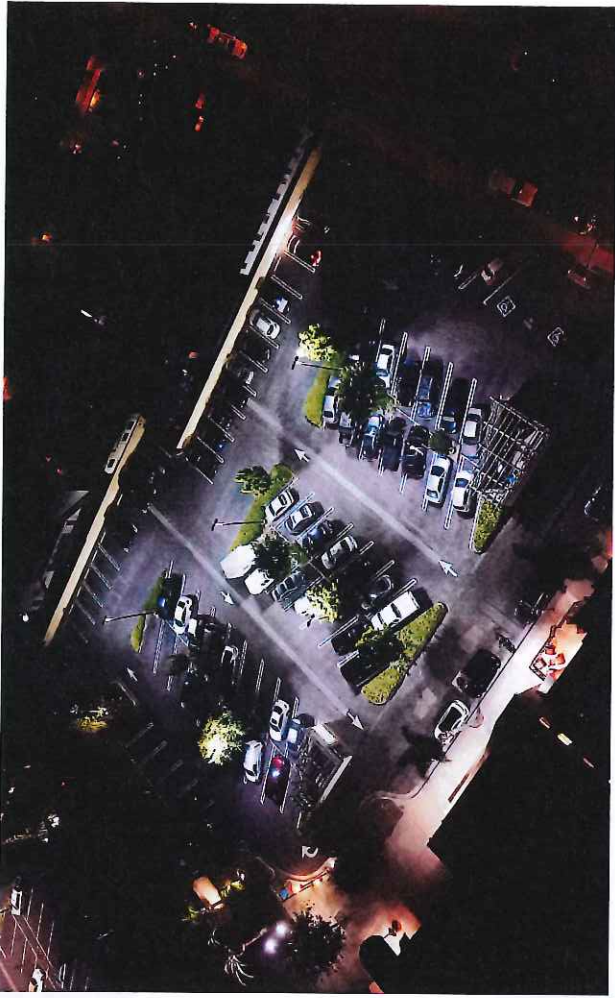


Parking Assessment | Friday, May 25, 2018 - 8:00pm | Courtyard & additional parking



141 open parking spaces



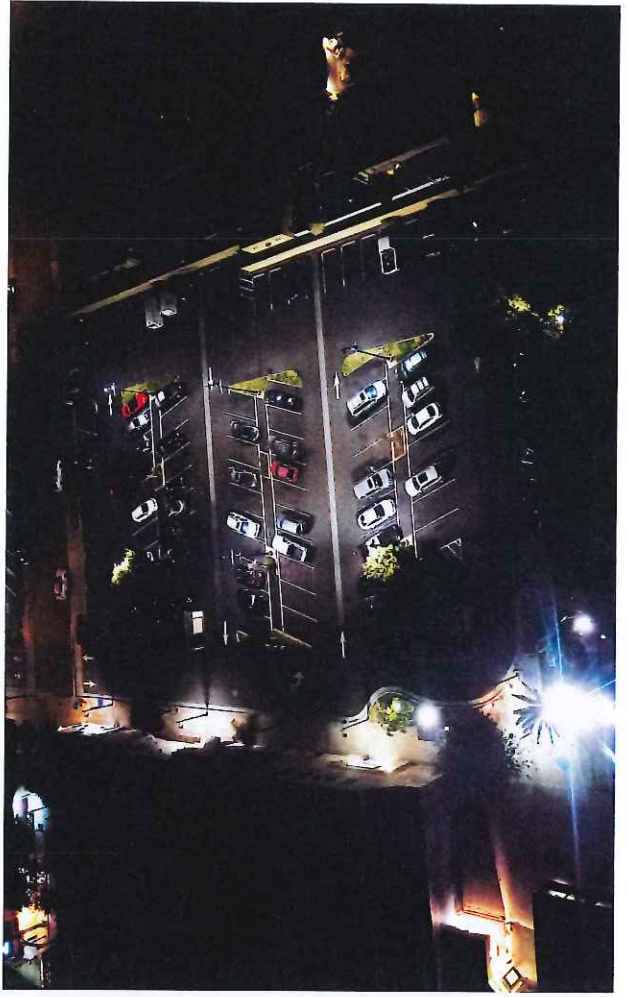
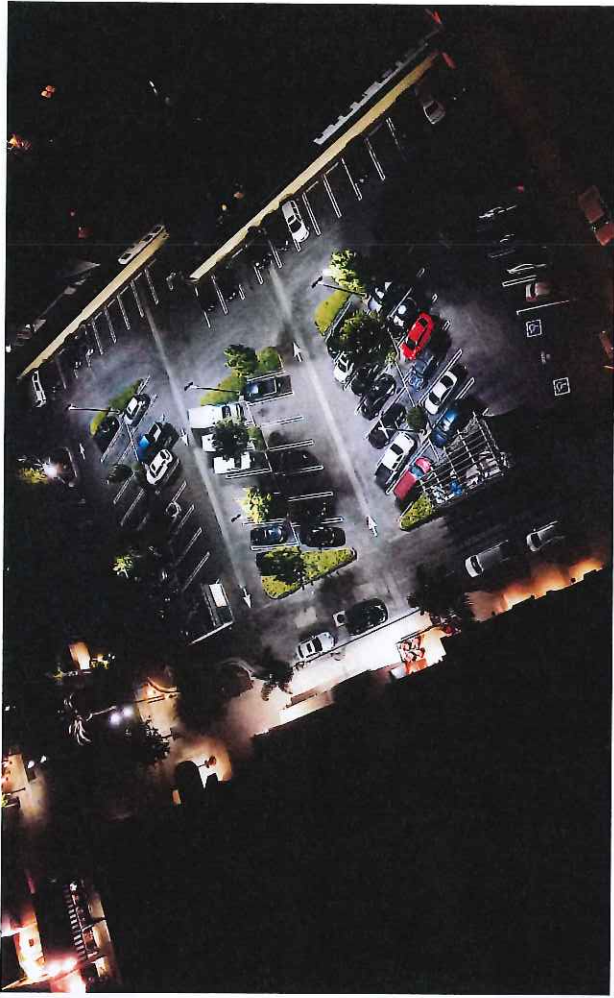


Parking Assessment | Saturday, May 26, 2018 - 8:30pm | Courtyard & additional parking

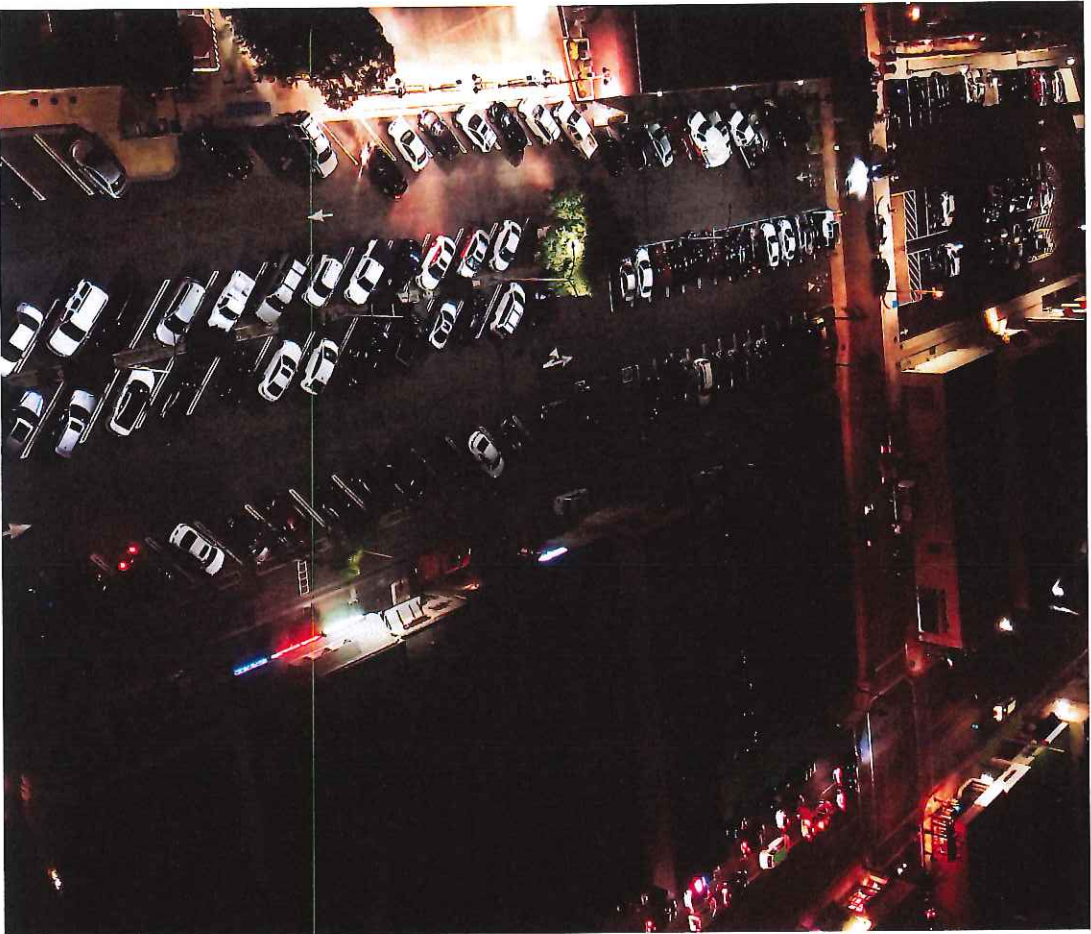


134 open parking spaces



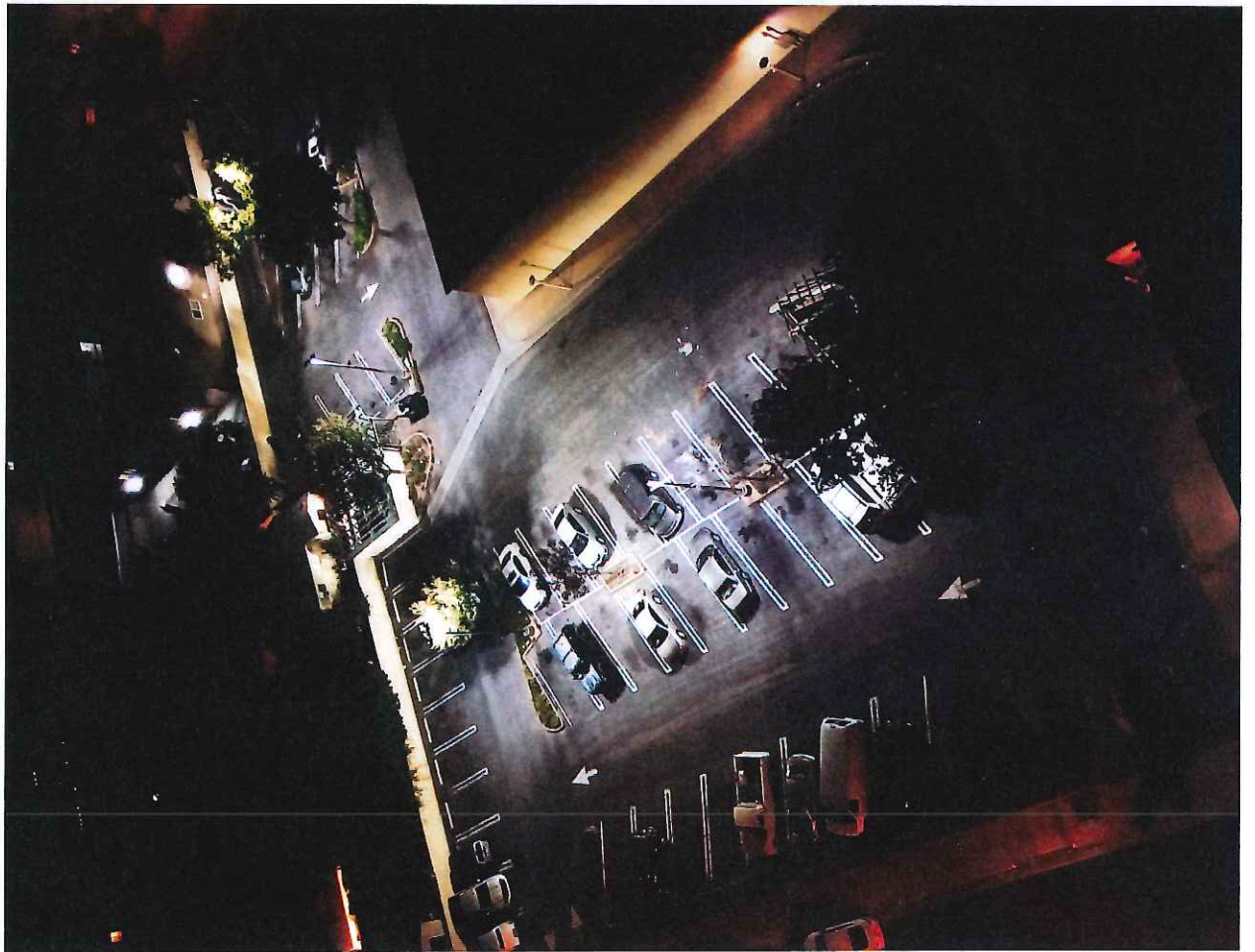
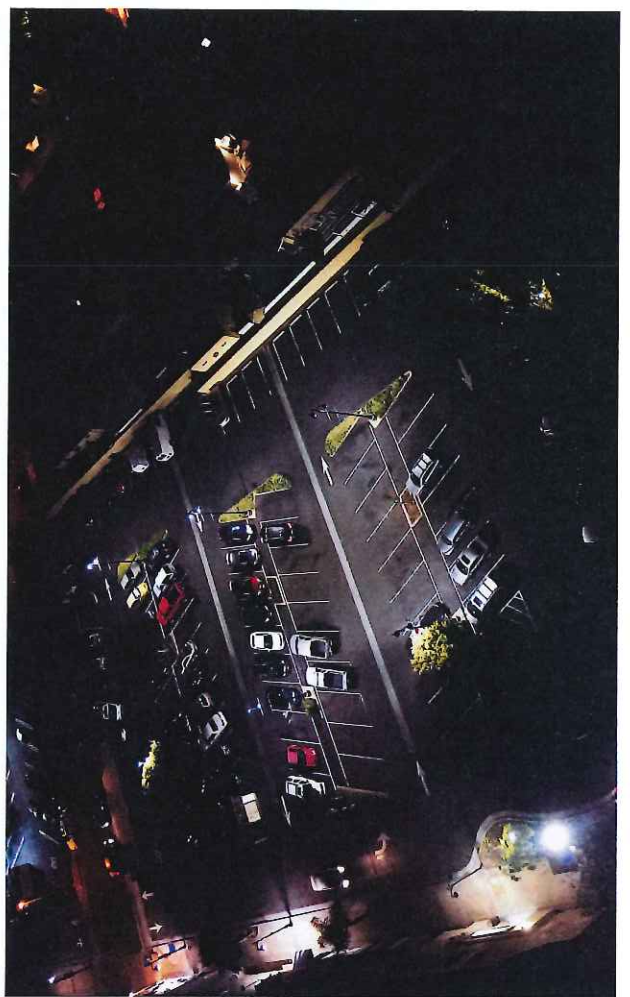
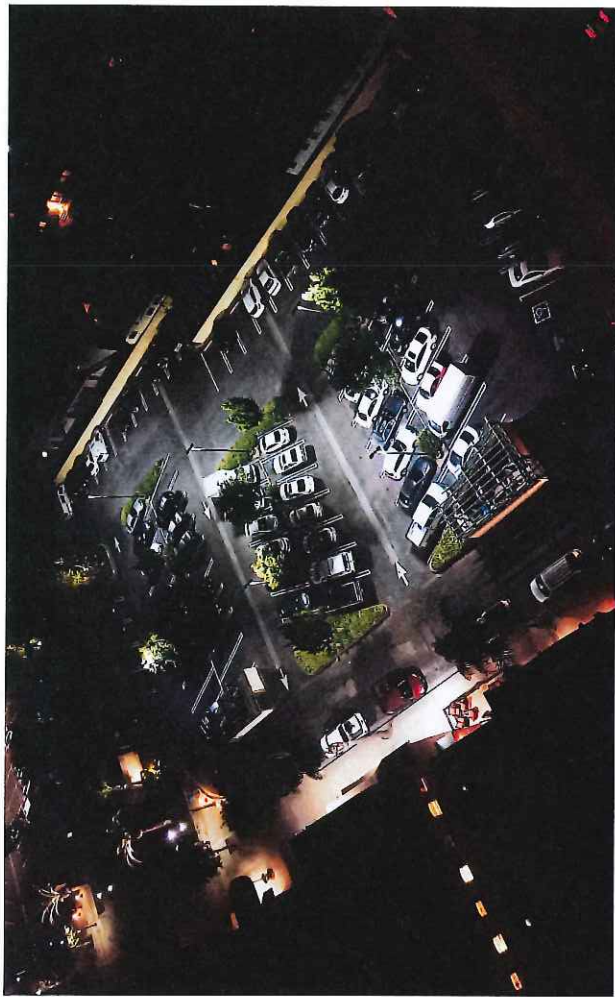


Parking Assessment | Saturday, June 2, 2018 - 8:30pm | Courtyard & additional parking



95 open parking spaces





Plans available for review at
the Bellflower City Hall
Planning Department.

16600 Civic Center Drive,
Bellflower, CA 90706.