



staff report

TO: Honorable Chairman and Members of the Planning Commission

ATTENTION: Elizabeth Corpuz, 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 Jacob Sonenshine (representing Prell Bellflower, LLC) for a Conditional Use Permit and Development Review, and adopt Resolution No. PC 18-11 – A Resolution approving Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR 7-18-9191 to construct a new 2,400-square foot building with two tenant spaces, one of which is a drive-through facility, within the Design for Development for the South Bellflower Commercial Area (DFD) on property located at 17404 Bellflower Boulevard.

DATE: October 1, 2018 (*Continued from September 4, 2018*)

RECOMMENDATION

1. Re-open the continued public hearing; take testimonial and documentary evidence; and after considering the evidence, adopt Resolution No. PC 18-11; 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 August 23, 2018. Public hearing notices were sent on August 21, 2018 to 15 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. Two public hearing notices were also posted on the subject site on August 22, 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 Categorical Exempt (Class 3, § 15303) from the provisions of CEQA (New Construction or Conversion of Small Structures) because the project involves the construction of a commercial structure not exceeding 10,000 square feet in floor area, in an urbanized area and on a site zoned for such use. The project does not involve the use of significant amounts of hazardous substances and is located where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive. (**Attachment A**)

BACKGROUND

Property Owner:	Prell Bellflower, LLC
General Plan Land Use Designation:	“C” Commercial
Zoning Classification:	Design for Development for the South Bellflower Commercial Area (DFD)
Property Size:	14,165 (0.33 acres)*
Current Development:	Vacant Site
Previous Applications/Entitlements:	Resolution No. PC 86-26 – CUP Case No. CU-86-7 allowed for parking lot sales for a furniture store Resolution No. PC 87-35 – Revoke CUP Case No. CU-86-7 Resolution No. PC 471 and Resolution No. PC 472 – CUP Case No. CU-141 and Variance Case No. BV-125 Denied: construct and operate a service station on a parcel containing less than minimum square footage and less than the minimum street frontage.
Surrounding Land Uses and Zoning:	
North	Restaurant Use (C-G zone)
South	Commercial Use (DFD zone)
West	Shopping Center (DFD zone)
East	City Public Parking Lot (DFD zone)

The project site is comprised of one parcel, located at the southeast corner of Artesia Boulevard and Bellflower Boulevard. Currently, the project site is accessible from Bellflower Boulevard to the west (via one existing driveway), Artesia Boulevard to the north (via two existing driveways), and the City-owned public parking area to the east. The lot was formerly developed with a 6,400-square foot commercial building, which was demolished in November 2017.

*The property size of 14,165 square feet/ .33 acres is less than the 62,340 square feet/ 1.5 acres required per the development standards for the DFD. However, Prell Bellflower, LLC, Gardening at Nite, LLC, and the City of Bellflower have entered into an Exclusive Negotiation Agreement (City Agreement File No. 795) in which the three property owners agreed to negotiate exclusively on a development project consisting of the four contiguous parcels referred to as the “Negotiation Site” of 73,086 square feet/ 1.68 acres (**Attachment E**). As part of the development project, the properties will share certain components of the project, including parking, a trash enclosure and a loading space on the City’s parcel.

PROJECT DESCRIPTION

➤ *Request*

The Applicant is requesting a Conditional Use Permit (CUP) approval for a 2,400-square foot building with two tenant spaces, one of which is a drive-through facility. The proposed drive-through is associated with the 1,000-square foot tenant space that will be occupied by Dunkin' Donuts. The proposal is subject to the standards of the DFD, the General Commercial (C-G) zone, and Development Review (BMC §§§ 17.65, 17.44 and 17.80).

• *Site Improvements*

Building – Within the proposed 1,000-square foot Dunkin' Donuts tenant space, more than half of the proposed floor space (576-square feet) is dedicated for the kitchen, kitchen equipment, prep, service area and drive-through service area. Additionally, there is a sales area, one unisex restroom, and a small dining area of 85 square feet, with two tables and eight seats. As the 1,400-square foot tenant space does not currently have a tenant, it is being constructed as a shell space with one unisex restroom. If a tenant is selected during the construction phase, it may be built to suit.

The proposed building is contemporary in design and features four-sided architecture that includes multiple materials such as, brick, stucco, cement board siding with a wood look, aluminum windows and doors, and a flat roof. The highest part of the roof measures 25'-0" in height. The canopy above the drive-through window and menu board are painted in a signature Dunkin' Donuts color, "DD Orange." The exterior building colors are predominantly gray and white.

Site Configuration – The proposed building will be accessible via a new driveway off of Artesia Boulevard and a new driveway off of Bellflower Boulevard. Both driveways will be designated as right-turn in and right-turn out only. The building is situated so that the front of the building faces the parking lot to the south and the rear of the building faces Artesia Boulevard. There are two service/emergency exit doors at the rear of the building that face Artesia Boulevard.

A total of eight parking spaces are proposed on-site, which is the minimum required number of parking spaces. Additionally, there are parking spaces available within the development project area, in the adjacent City-owned public parking area. The on-site parking spaces are accessible via a 24-foot wide drive aisle. All of the proposed parking spaces measure nine feet in width by 18 feet in length; with an additional two feet overhang in the landscape area. The required loading space is located on the City's parcel so that it is not visible from a public street.

Drive-Through Layout - As shown on the site plan, the drive-through lane is primarily located along the north side of the property, leads to the drive-through pick-up window area facing Artesia Boulevard, and exits west into the parking lot. The narrowest portion of the drive-through lane is 11 feet and the widest portion is approximately 18 feet. The drive-through lane has a queuing capacity of nine vehicles.

Landscaping - The Applicant is proposing 3,222 square feet of landscaping on the site, consisting of approximately 727 square feet within the required parking area (14.5% of parking area). The landscaping is dispersed throughout the site, with 10-foot wide landscape planters along the street frontages. The Applicant is also proposing to install a trellis on both the north and east elevations to incorporate green walls.

Trash Enclosure/Pick Up - A new trash enclosure is proposed in the City-owned public parking area. The trash enclosure will be utilized by both Prell Bellflower, LLC, and Gardening at Nite, LLC. The trash enclosure is required to be architecturally compatible with the proposed building, as it relates to material and color, as well as have solid decorative gates of the same height.

Signs – All signage for the project site will be submitted for a sign permit at a later date.

PROJECT ANALYSIS

➤ *Bellflower Municipal Code*

Conditional Use Permit (CUP) - Pursuant to BMC § 17.65.080(2) (DFD Conditional Uses), the drive-through facility is subject to a CUP. Before the Commission grants approval of a CUP, it must find that the project meets all the conditions outlined in BMC § 17.96.040. As proposed, the project meets all four findings, as outlined in Resolution No. PC 18-11 (***Attachment A***).

Development Review (DR) – Pursuant to BMC § 17.80.020(A) (Improvements Subject to Development Review) new construction of commercial buildings is subject to Development Review. Before the Commission grants approval of a DR, it must find that the project meets all of the findings outlined in BMC § 17.80.040. As proposed, the project meets all three findings, as outlined in Resolution No. PC 18-11 (***Attachment A***).

Design for Development for the South Bellflower Commercial Area (DFD) - Pursuant to BMC § 17.65.010 (DFD Purpose and Intent), it is the goal of the DFD to promote freeway and highway oriented commercial/retail uses that have a commercial/retail development intensity that is directly correlated to the unique business opportunity that the DFD provides because of the its location, visibility, and superior access to the regional freeway network. The project meets the goals and objectives of the DFD, as outlined in Resolution No. PC 18-11 (***Attachment A***). Furthermore, pursuant to BMC § 17.65.070 (DFD Permitted Uses), the bakery use is defined as a “neighborhood-serving commercial” use and is a permitted by right use in the DFD.

➤ *Traffic Impact Analysis (TIA) and Queueing Analysis*

The City Engineer determined that a TIA was not required to be prepared for the proposed project as the trip generation rate during peak hours is below the TIA threshold. In addition, there is a vehicle queuing capacity of nine vehicles which is sufficient based on a study in similar developments which had a maximum queue of seven vehicles. The streets and highways are sufficient to carry the type and quantity of traffic generated by the proposed project and is not expected to create significant impacts at any of the intersections.

➤ **Conditions of Approval**

Pursuant to BMC § 17.96.080 (CUP Conditions), the Planning Commission may establish Conditions of Approval that are found to be necessary to secure substantial protection for the public health, safety, comfort, convenience and general welfare. Included as **Attachment A** is the resolution containing an exhibit that outlines the conditions of approval for the project, some of which are:

- Providing decorative paving material at each driveway (**See Resolution No. PC 18-11, Exhibit A, Condition No. 19**).
- Providing decorative screening along Artesia Boulevard (**See Resolution No. PC 18-11, Exhibit A, Condition No. 22**).
- Complying with the Los Angeles County Metropolitan Transportation Authority (Metro) for an existing bus stop along Artesia Boulevard that may have to be relocated (**See Resolution No. PC 18-11, Exhibit A, Condition No. 16**).
- Complying with Long Beach Transit for an existing bus stop along Bellflower Boulevard that may have to be relocated (**See Resolution No. PC 18-11, Exhibit A, Condition No. 17**).
- Submitting a master sign plan for all proposed signs (**See Resolution No. PC 18-11, Exhibit A, Condition No. 18**).
- Submitting a Minor Modification to reduce the required 20-foot minimum driveway width by ten percent (**See Resolution No. PC 18-11, Exhibit A, Condition No. 23**).
- Recording a reciprocal ingress/egress easement for access to the City-owned public parking area (**See Resolution No. PC 18-11, Exhibit A, Condition No. 21**).

ATTACHMENTS

- A. Resolution No. PC 18-11
- B. Timeline and Development Standards
- C. Development Review
- D. Aerial, Assessor's Map, Zoning Map and General Plan Map
- E. City Agreement File No. 795 (without exhibits)
- F. September 4, 2018 Staff Report (including attachment)
- G. Project Documents Submitted by Applicant

ATTACHMENT A

Resolution No. PC 18-11 (Findings/Exhibit A)

CITY OF BELLFLOWER

RESOLUTION NO. PC 18-11

A RESOLUTION APPROVING CONDITIONAL USE PERMIT CASE NO. CU 18-06 AND DEVELOPMENT REVIEW CASE NO. DR 7-18-9191 TO CONSTRUCT A NEW 2,400-SQUARE FOOT BUILDING WITH TWO TENANT SPACES, ONE OF WHICH IS A DRIVE-THROUGH FACILITY, WITHIN THE DESIGN FOR DEVELOPMENT FOR THE SOUTH BELLFLOWER COMMERCIAL AREA (DFD) ON PROPERTY LOCATED AT 17404 BELLFLOWER BOULEVARD. APPLICANT: JACOB SONENSHINE (REPRESENTING PRELL BELLFLOWER, LLC)

THE PLANNING COMMISSION RESOLVES AS FOLLOWS:

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

- A. On July 12, 2018, Mr. Jacob Sonenshine, representing Prell Bellflower, LLC (the "Applicant"), filed an Application and submitted plans; revised site plan and landscape plan were resubmitted on September 26, 2018 for Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR 7-18-9191 to allow construction of a new 2,400-square foot building with two tenant spaces, one of which is a drive-through facility, within the Design for Development for the South Bellflower Commercial Area (DFD) on property located at 17404 Bellflower Boulevard;
- 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"), and the City's Environmental Guidelines ("Bellflower Guidelines"; CEQA, CEQA Guidelines and Bellflower Guidelines collectively referred to as "CEQA Regulations");
- E. On August 17, 2018 a development review was completed for the Project;
- F. The Department of Planning and Building Services completed its review and scheduled a public hearing regarding the Application before this Planning Commission for September 4, 2018;
- G. The Planning Commission opened the public hearing at the September 4, 2018 meeting to receive public testimony and other evidence, and continued the hearing to the October 1, 2018 meeting;
- H. The Planning Commission re-opened the public hearing to receive public testimony and other evidence, and closed the public hearing at the October 1, 2018 meeting; and

- I. 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 September 4, 2018 and October 1, 2018 hearings.

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

- A. The Applicant seeks a Conditional Use Permit to construct a new 2,400-square foot building with two tenant spaces, one of which is a drive-through facility at 17404 Bellflower Boulevard (“Project Site”);
- B. The Project Site is located within the DFD, with a General Plan – Land Use Designation of “C” (Commercial);
- C. The Project Site is accessible from Bellflower Boulevard, a 80’-0” wide right-of-way secondary arterial street; and Artesia Boulevard, a 100’-0” wide right-of-way arterial street;
- D. The Project Site is bounded to the north by a restaurant; to the south by a commercial/office building; to the east by a City-owned public parking lot; and to the west by a shopping center;
- E. The Project Site is approximately 14,165 square feet (0.33 acre) in area and is comprised of one parcel. A commercial building was demolished in November 2017 and the site is currently vacant; and
- F. The Developer of the Project Site has entered into an Exclusive Negotiation Agreement with the City and Gardening at Nite, LLC (Agreement File No. 795) to redevelop and rehabilitate the area (i.e., Project Site – one lot: 17404 Bellflower Boulevard, City Parking Lot – one lot: APN 7161-008-905, and Gardening at Nite, LLC site – two lots: 17434 Bellflower Boulevard and 9829 Ramona Street). The four contiguous parcels that constitute the development project, referred to as the “Negotiation Site”, total approximately 73,086-square feet (1.68 acres) in area. As part of the development project, the properties will share certain components of the project, including parking and loading spaces on the City’s parcel.

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 3, § 15303) from the provisions of CEQA (New Construction or Conversion of Small Structures) because the project involves the construction of a commercial structure not exceeding 10,000 square feet in floor area, in an urbanized area and on a site zoned for such use. The project does not involve the use of significant amounts of hazardous substances and is located where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive.

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: *DFD Objectives and Conclusions.* The Planning Commission finds the following facts exist:

- A. The DFD desires to encourage development concepts that will create a land use strategy that promotes intense freeway and highway-oriented commercial retail development; this is accomplished because the proposed development is close to the 91 Freeway to the north and offers drive-through service;
- B. The DFD desires to encourage development concepts that will provide for regional, local, and neighborhood access to and from the DFD, without negatively impacting the community character of Bellflower; this is accomplished because the project site is accessible from the 91 Freeway and Artesia Boulevard to the north, Bellflower Boulevard to the west;
- C. The DFD desires to encourage development concepts that will maintain and promote quality architectural and site planning principles in the development of the DFD; this is accomplished because the proposal includes a new structure with four-sided architectural features, including building materials such as: stucco, wood siding, brick and canopies. Furthermore, the site design exceeds parking and landscaping requirements, and incorporates landscape design such as green walls, four 48" box trees and three 24" box trees; and
- D. The DFD desires to encourage development concepts that will ensure that vehicular access to and from the DFD is designed in a manner that is efficient, safe, and can accommodate future growth and access demand; this is accomplished because the site is designed with efficient and safe vehicular access off Bellflower Boulevard and Artesia Boulevard. The site is adjacent to a public parking area and due to the agreement with the City, is able to utilize the public parking area to accommodate future growth and access demand.

SECTION 6: *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.*

The proposed drive-through facility is a conditionally permitted use within the DFD.

- 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 Master Plan and is not detrimental to existing uses or to uses specifically permitted in the district in which the site is located.*

The proposed project is consistent with the following goals and policies of the General Plan – Land Use Element and Circulation Element: Land Use General Goal 2 (Create a City that functions efficiently, is aesthetically pleasing, and makes the best use of its various resources); Land Use Policy 2.1 (Create opportunities wherein a population diverse in terms of income, age, occupation, race, lifestyle, values, interest, and religion may interact, exchange ideas, and realize common goals); Land Use General Policy 2.2, (Provide commercial facilities to meet the retail and service needs of the community); Land Use General Policy 2.3 (Promote Artesia Boulevard as a major commercial corridor); Land Use General Policy 2.8 (Encourage rehabilitation or redevelopment of designated commercial and industrial areas); Land Use General Policy 2.12 (Develop strong themes identifying Bellflower as a city of visual and community quality); and Circulation Policy 5.1 (Require new development projects to provide parking facilities consistent with zoning code requirements and ensure adequate off-street parking requirements in the zoning code).

- 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 14,165-square foot (0.33 acre) project site is proposed to be developed with a new 2,400-square foot building with two tenant spaces, one of which is a drive-through facility. The development has been evaluated for consistency with existing regulations and determined that it complies with all the DFD development standards relative to, shape, yards, and setbacks. As it relates to lot size, although the lot size of the project site is less than 1.5 acres as required per the DFD, the developer has entered into an agreement with the City and Gardening at Nite, LLC to create a Negotiation Site comprised of four contiguous parcels with a combined square footage of 73,086-square feet (1.68 acres). Per the DFD, the subject development encourages access of automobile traffic from the 91 Freeway and from the adjoining streets of Bellflower Boulevard, and Artesia Boulevard. As proposed, the development is automobile-oriented and regionally attractive. The lot can accommodate the proposed development, because the building design is placed near the corner of Artesia and Bellflower Boulevard; the site allows for setbacks of 10 feet from all surrounding streets. In addition, the project was designed to provide sufficient vehicle queuing storage capacity for the drive-through component. Furthermore, the site meets the minimum parking requirement, and there are additional parking spaces in the adjacent City-owned public parking area for current and future growth.

- 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.*

The City Engineer determined that a Traffic Impact Analysis (TIA) was not required to be prepared for the proposed project as the trip generation rate during peak hours is below the TIA threshold. In addition, there is a vehicle queuing capacity of nine vehicles which is sufficient based on a study in similar developments which had a maximum queue of seven vehicles. The streets and highways are sufficient to carry the type and quantity of traffic generated by the proposed project and is not expected to create significant impacts at any of the intersections.

SECTION 7. *Development Review Findings.* The Planning Commission finds as follows:

- A. *That the proposal is consistent with the Bellflower General Plan and the Zoning Code.*

The proposed project is consistent with the following Goals and Policies of the Bellflower General Plan – Land Use Element: General Goal 2, Policy 2.2 which states the City should “provide commercial facilities to meet the retail service needs of the community;” and General Goal 2, Policy 2.8 which states the City should “encourage rehabilitation or redevelopment of designated commercial and industrial area.”

The subject property will be improved with the uses consistent with the goals and policies of the Land Use Element of the General Plan, including but not limited to: General Goal 1 (Discourage disjoint land use patterns), General Goal 2 (Create a City that functions efficiently, is aesthetically pleasing, and makes the best use of its various resources); and General Policy 2.7 (Carefully scrutinize plans for developments which will have a significant impact on the city or on surrounding developments to ensure the highest quality design). Finally, the project has been conditioned to meet all of the development provisions contained within BMC Chapters 17.44 and 17.65.

- B. *That the design of the proposal is appropriate to the City, the neighborhood, and lot on which it is proposed.*

The proposed project is compatible with the surrounding neighborhood and adjacent properties in that there are commercial developments at each intersection of Artesia and Bellflower Boulevard with similar site layout with regards to parking, circulation, signage, landscaping, and setbacks. The building design is functional, but is also unique, pleasant and visually memorable because of the wall articulations, mixed materials of wood siding, brick and green walls.

- C. *That the design of the proposal is compatible with its environment with respect to use, forms, materials, colors, setbacks, location, height, design, or similar qualities as specified in Section 17.80.010.*

The project design is compatible with the surrounding environment with regard to use because there are other retail shops and restaurants in the immediate vicinity. As it relates to forms, materials and color, the project is a redevelopment of a site that involves construction of a commercial structure that incorporates a four-sided architecture, containing superior architectural elements and materials (including wood, brick, metal, awnings, and stucco). The site meets the minimum setback requirements and the building height is one story. Furthermore, the project is subject to conditions of approvals, such as (i.e., screen wall, decorative paving). The above features are compatible with surrounding adjacent commercial uses, and accomplishes the Goals and Policies of the General Plan — Land Use Element, and the Bellflower Municipal Code (BMC).

SECTION 8: *Approval.* Subject to the conditions set forth in the attached “Exhibit A,” which are incorporated by reference, the Planning Commission approves Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR 7-18-9191.

SECTION 9: *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 10: *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 11: *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 12: *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 13: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 14: 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 10 days pursuant to BMC §§ 17.96 and 17.112.

SECTION 15: 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 16: 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 1st DAY OF OCTOBER 2018.

John B. Nowlin, Chairman

Attest:

Elizabeth Corpuz, Secretary

Approved as to form:

David King, Assistant City Attorney

Attachment: Exhibit A - Conditions of Approval

RESOLUTION NO. PC 18-11 - "EXHIBIT A"
CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CASE NO. CU 18-06
DEVELOPMENT REVIEW CASE NO. DR 7-18-9191

In addition to all applicable provisions of the Bellflower Municipal Code ("BMC"), Jacob Sonenshine, on behalf of Prell Bellflower, LLC (the "Applicant"), agrees that it will comply with the following provisions as conditions for the City of Bellflower's approval of Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR 7-18-9191 ("Conditions of Approval").

Unless the contrary is stated or clearly appears from the context, the construction of words and phrases used in these Conditions of Approval use the definitions set forth in the BMC.

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 July 12, 2018 and September 26, 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 BMC.
3. Any proposed deviations from the exhibits, Project Description or Conditions of Approval 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 Conditions of Approval are in conflict, the written Conditions of Approval prevail.
5. The effectiveness of this Project will be suspended for the time period that any Condition of Approval is appealed whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Condition of Approval is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed.
6. The Permittee is responsible for ascertaining and paying all City Development fees, including without limitation, Public Facilities Fees and Public Art Fees as required by the BMC. In addition, the impact fees established by the Consolidated Fire Protection District of Los Angeles County and Bellflower Unified School District must also be paid in accordance with the requirements of those entities. This condition also serves as notice pursuant to Government Code § 66020(d) that the City of Bellflower is imposing development impact fees ("DIFs").

7. 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 CU 18-06 and DR 7-18-9191, 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 of the City's approval of CU 18-06 and DR 7-18-9191, 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.
8. 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.
9. The Applicant must sign this Conditions of Approval, as set forth below, to acknowledge acceptance, within 30 days from the date of approval by the Planning Commission.
10. The City will only issue permits for development, including grading, when the construction documents (e.g., grading plans and building plans) substantially comply with the approved plans. The size, shape arrangement, use and location of buildings, walkways, parking areas, drainage facilities, and landscaped areas must be developed in substantial conformity with the approved plans. Substantial conformity may be determined by the Director.
11. 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.
12. 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 must cease until all requirements of this section are complied with. Development entitlements may be withheld until violations of the BMC are abated.
13. 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. This information must be incorporated into the plans before the City issues a building permit.
14. The Applicant must comply with the Conditions of Approval before the City issues a certificate of occupancy.

Specific Conditions of Approval

Planning

15. The landscape plan must comply with State Model Water Efficient Landscape Ordinance (MWELO).
16. The Applicant must comply with the requirements of the Los Angeles County Metropolitan Transportation Authority (Metro) and the City Engineer regarding the existing bus stop along Artesia Boulevard.
17. The Applicant must comply with the requirements of Long Beach Transit and the City Engineer regarding the existing bus stop along Bellflower Boulevard.
18. The Applicant must submit a master sign plan for the City's review for all proposed signs on the site (i.e. freestanding signs, wall signs, identification signs, parking lot signs, directional signs, etc.).
19. The Applicant must provide decorative paving material at the first ten feet of each driveway location on the property.
20. The Applicant must enter into a license agreement with the City for the new trash enclosure and loading space in the City-owned parking lot.
21. A reciprocal ingress/egress easement is required for access from the Bellflower Boulevard driveway servicing the City-owned public parking lot. The easement must be created and submitted to the City Engineer for review, prior to recording with the Los Angeles County Recorder.
22. The Applicant must provide a decorative screening on the north elevation, along Artesia Boulevard, to screen the two service doors.
23. The Applicant must apply for a Minor Modification in order to reduce the width of the required driveway along Artesia Boulevard by ten percent.
24. The Applicant must relocate the proposed bicycle parking area, subject to review and approval by the Director.

Building and Safety

25. Provide four sets of complete plans and two sets of supporting documents at plan check submittal. Additional comments may occur during the plan check review process.
26. Commercial projects must be designed by a California Licensed Design Professional. Plan must be stamped and signed by the California Licensed Design Professional.

Storm Water

27. The Project must comply with the following water quality Project Conditions:

- a. **Prior to grading permit**, the Applicant must comply with the National Pollution Discharge Elimination System (NPDES) permit from the California Regional Water Quality Control Board.
- b. **Prior to grading permit**, the Applicant must file any required documents, including but not necessarily limited to the Notice of Intent, and comply with permits from the California Regional Water Quality Control Board.
- c. **Prior to grading permit**, the Applicant must furnish the project's LID Plan for review and approval to the satisfaction of the Director and/or the City Engineer. The LID Plan will be required to implement post-construction treatment controls as identified in the MS4 PERMIT, Los Angeles RWQCB Order No. R4-2012-0175-Planning and Land Development Program (page 94). The design treatment volume must be calculated in accordance with the MS4 Permit and LA County Hydrology Manual Appendix A procedures to the satisfaction and approval of the City Engineer. The calculations must be performed by a licensed Civil Engineer in the State of California. Structural treatment controls must be designed to meet CASQA design requirements at a minimum (<http://www.cabmphandbooks.com> for New Development/Redevelopment).
- d. **Prior to grading permit**: the Applicant must demonstrate to the satisfaction of the City Engineer and/or the Director that the MS4 Permit requirements are met and shown on the project plans.
- e. **Prior to grading permit: Treatment of Pollutants**- The Applicant must demonstrate to the satisfaction of the Director and/or City Engineer that the selected Structural Treatment Controls adequately treat pollutants of concern for the expected project pollutants to a medium or high removal efficiency and for the currently approved Lower San Gabriel River Reach 1 and Los Cerritos Channel 303(d) listed pollutants. The Applicant must include in the LID report all calculations and treatment control manufacturer information, if applicable, to demonstrate the pollutant removal efficiency for the project pollutants and 303(d) listed pollutants (<http://www.swrcb.ca.gov>).
- f. **Prior to grading permit: Maintenance Agreement**- A maintenance agreement must be reviewed and approved to the satisfaction of the Director and/or City Engineer. The Maintenance agreement must be submitted in accordance with the requirements of Order No. R4-2012-0175, Page 111. The Maintenance Agreement must be signed and notarized by the Property Owner, City Manager and City Attorney and recorded with the LA County Recorder.
- g. **Prior to grading permit: Project Plan Requirements**- The Applicant must include on the project plans to the satisfaction of the City Engineer the following information:
 - i. Grading Plan Title Sheet: Indicate the project is subject to LID requirements with the Following text: "LID PROJECT".
 - ii. Maintenance requirements must be listed for all structural treatment controls.
 - iii. All constructed LID requirements must be clearly identified as such in the project plans and in the LID Report including maintenance operations and maintenance responsibility.

- h. **Prior to grading permit: Construction Requirements-** The Applicant must sign the Property Owner's certification form and embed this document in the project plans to the satisfaction of the Director or City Engineer.
- i. **Prior to grading permit: Low Impact Development (LID)** - The project must incorporate structural LID practices for the site in consideration of the site's land use, hydrology, soil type, climate and rainfall patterns.
- j. **Prior to grading permit: Trash Enclosures** – Trash enclosures must meet storm water quality standards. They must be designed to have a solid impermeable roof and concrete slab floor. The roof must have a minimum clearance height of at least 9 feet to allow the bin lid to completely open. The concrete slab must be graded to contain any spill within the enclosure. The enclosure area must be protected from receiving direct rainfall or run-on from collateral surfaces. Rainwater or wastewater runoff from trash enclosure is prohibited. An alternate drain from the interior of the enclosure that discharges to the sanitary sewer may be constructed if approved by sewer district.
- k. **Prior to grading permit,** the Applicant must submit a Storm Water Pollution Prevention Plan (SWPPP) for sites one acre or greater, for the review and acceptance by the City Engineer. The SWPPP must describe the construction phase Best Management Practices (BMPs) to ensure compliance with the NPDES General Permit for storm water discharges associated with construction activity.

City Engineer/ Traffic Engineering

- 28. The site plan must show the location and dimensions of all existing and proposed drive approaches, as well as the proposed east side entrance to the development.
- 29. The site plan must show all existing right-of-way improvements and dimension the public right-of-way.
- 30. Landscape and hardscape improvements located adjacent to all proposed drive approaches and vehicular access points must not exceed 42" in height, as measured from the paved driveway surface, to ensure safe vehicular sight distance.
- 31. The southern landscape planter adjacent to the Bellflower Boulevard driveway must be modified to the satisfaction of the City Engineer.
- 32. The driveways along Bellflower Boulevard and Artesia Boulevard must be right-turn in and right-turn out only and provide no left-turn signs.
- 33. A photometric plan must be provided showing the location, mounting height, fixture type and wattage of the proposed parking lot lighting. The plan must include foot candle contours.
- 34. The driveway widths must comply with all Los Angeles County Fire Department requirements.

35. The site plan must show the designated disabled access path from the public right-of-way.
36. A preliminary soils report prepared by a California Licensed Civil or Geotechnical Engineer is required and must include an assessment of liquefaction potential.
37. 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.
38. 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 Los Angeles County Fire Department.
39. A grading plan prepared by a California Licensed Civil Engineer is required. The bench mark and basis of bearings must be consistent with the bench mark and basis of bearings used for the widening of Bellflower Boulevard and previously provided to the Applicant. The minimum slope on concrete flow lines must be 0.50%. Minimum slope on asphalt concrete or turf must be 1.0%. Existing elevations of adjacent property and street flow lines must be shown around the perimeter of the proposed development. All applicable NPDES requirements established by the City of Bellflower storm water consultant must be complied with including the preparation of a Standard Urban Stormwater Mitigation Plan (SUSMP).
40. The plans must be revised to show and dimension all existing and proposed easements.
41. The sidewalk must be removed corresponding to the two new driveway aprons to be constructed.
42. The sidewalk must be constructed corresponding to the three driveway aprons to be abandoned.
43. The two existing driveway aprons fronting Artesia Boulevard and one existing driveway apron fronting Bellflower Boulevard must be abandoned and replaced with a new sidewalk, curb and gutter to the satisfaction of the City Engineer.
44. The two new driveway aprons must be constructed in accordance with the City of Bellflower standard plan BSP-01 commercial and the approved construction plans.
45. A "C-8" or an "A" licensed contractor must apply for a City of Bellflower right-of-way permit to perform all listed right-of-way improvements. Class "B" (general building) contractors will not be approved for permit issuance to perform this type of work within the public right-of-way.
46. The full curbs and gutters at all of the proposed driveway aprons must be removed and reconstructed in conformance with the new driveway aprons (35LF).

47. The depressed curbs and gutters at the existing driveway aprons must be removed and reconstructed full in conformance with abandonment standards (35LF).
48. A City of Bellflower sewer reconstruction fee in the amount of \$2,677.19 must be paid to the City of Bellflower.
49. If a new sewer lateral is proposed from the property to the existing sewer main, the minimum lateral size from the main to property line is 6". A separate sewer clean out must be provided for each business. Excavation permits with necessary insurance and bonds are required.
50. For any new sewer connections, please contact the Los Angeles County Sanitation District and obtain any connection permits. Documentation of said permits must be submitted to the Building Official prior to the issuance of any building permits. Provide documentation from the District that sufficient sewer capacity is provided.
51. The maximum slope in the disabled parking space's loading zone may not exceed 2% in any direction.
52. All utilities within the subject property must be placed underground prior to building occupancy or sale, in accordance with the BMC.
53. Un-sodded, mounded planters adjacent to the public sidewalk must be provided with 6" curbs to prevent soil run-off onto the public sidewalk. Curbs are not required if the planter consists of sod.
54. The contractor must meet with the City Public Works Inspector before starting any construction within the public right-of-way.
55. All work within the public right-of-way, including placing and removal of traffic control devices, must be 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.
56. The developer, at his/her cost, is responsible for the relocation, as necessary, of any public or private utility or other obstruction to facilitate the construction within the public right-of-way.
57. Permits are required for all work within the public right-of-way.

Los Angeles County Fire Department

58. Relocate the existing public fire hydrant westerly of its existing location approximately 10 feet so as not to impede the driveway. Submit three sets of fire hydrant improvement plans to the Los Angeles County Fire Department for review and approval prior to construction. All required fire hydrants must be installed, tested, and approved prior to construction.

By signing this document, Jacob Sonenshine, representing Prell Bellflower, LLC (Applicant and Property Owner) certifies that he/she has read, understood, and agrees to the Conditions of Approval listed in this document.

Jacob Sonenshine, representing Prell Bellflower, LLC (Applicant and Property Owner)

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

ATTACHMENT B

Timeline and Development Standards

17404 Bellflower Boulevard
Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR-7-18-9191

Table 1.0 (Process and Timeline)

Timeline (Application)				
Event	Meeting/Submittal	Applicant Response Time	City Response Time	Lapse Time
Project Submittal	07/12/18	-	-	Day 1
Development Review Completed	08/17/18	-	36 Days	36 Days
Planning Commission Meeting (Continued per Applicant's Request)	09/04/18	18 Days	-	54 Days
Revised Plans Submitted	09/26/18	22 Days	-	76 Days
Planning Commission Meeting (Continued)	10/01/18	-	4 Days	80 Days
			Total Lapse Time	80 Days (2 Months, 19 Days)

Table 2.0 (Compliance Table based on C-G and DFD Development Standards)

Development Standards	Required/Allowed	Proposed	Complies
Lot Size	1.5 acres (65,340 square feet)	Project Site: .33 acres (14,165 square feet)	Yes*
Setbacks			
Front	10 feet (along Artesia and Bellflower)	23 feet on Bellflower 29 feet on Artesia	Yes
Side	0 or 3 feet	29 feet	Yes
Rear	0 or 3 feet	53 feet	Yes
No. of Parking Spaces	1 parking space for each 300 square feet of floor space or fraction thereof in any building or structure. 2,400 SF/300 = 8 Total parking spaces required = 8	8 parking spaces	Yes
Parking Stall Sizes	9 feet wide by 20 feet in length	9 feet wide x 18 feet in length	Yes**
Loading	1 Space	1 Space	Yes
	10 feet wide by 20 feet in length	10 feet wide x 20 feet in length	Yes

Landscaping	5 percent of the parking area = 247 square feet required	727 square feet	Yes
	Minimum 10-foot wide landscaped planter located adjacent to all rights-of-way	10 feet or more	Yes
	A minimum of 1, 48-inch box tree for each 1,000 square feet of floor area = 2 required	4	Yes
	5, 5-gallon plants for each 1,000 square feet of floor area = 10 required	248	Yes
	Landscaping must include amenities and treatment that provide for an interesting and quality visual experience as viewed from the public street	Climbing trellis along north street frontage	Yes
Driveway Widths	20 feet wide for double lanes	32 feet on Bellflower	Yes
		18 feet -20 feet on Artesia	Yes***
Lighting	All outdoor lighting shall be located and shielded so as to prevent the spill of light onto adjacent lots and streets	Unknown	Yes****
Mechanical Equipment	All ground-mounted mechanical equipment shall be completely screened behind a permanent structure and all rooftop mechanical equipment shall be screened from view from the ground surface from a distance of 100 feet. Screening methods shall be architecturally compatible with the main building	Located on the roof behind parapet	Yes
Trash Enclosure	The trash area enclosed by a 5 foot high solid masonry, brick or concrete wall with solid decorative gates of the same height. Trash area enclosures shall incorporate an architecturally consistent trellis cover. All trash enclosures shall meet applicable Fire Code provisions, including, but not limited to fire-rated construction, and where deemed appropriate by the Building Official, shall incorporate the use of an overhead sprinkler system	7'-8" high with 1'-4" high decorative trellis cover	Yes
Architecture	Promote a building design that is functional, but is also unique, pleasant and visually memorable. Building architecture must utilize consistent themes that do not conflict in design technique and application. Building designs that mix architectural styles are prohibited. Extensive, boring, plain wall stretches of wall surfaces are also prohibited	The architecture & design has contemporary architectural features and signature Dunkin' Donut colors	Yes
Signage	25 feet above grade level if the sign is a freestanding or ground sign	To be submitted under a separate permit	Yes****
	1 freestanding sign per separate street frontage of 150 feet or greater per parcel of land shall be permitted		

* Per Agreement File No. 795 the combined Negotiation Site is 1.68 acres (73,086 square feet).

** 2 feet of overhang on landscaping is permitted.

***Conditioned to comply by applying for a Minor Modification in order to reduce the required driveway by 10%.

***24. Project must comply per BMC requirements.

ATTACHMENT C

Development Review



Development Review Case No. DR-7-18-9191
PLANNING COMMENTS

Planning Comments For:

17404 Bellflower Boulevard

Comments dated: August 16, 2018

Site Plan (SP1.0)

1. **Landscape in Parking Area:** Landscaping in and around the drive-through should not be included in the total landscaping calculations for the parking area. Additionally, the two feet of the parking space that overhangs the planter and the landscaping in the required setback cannot be counted toward the required landscaped area. The parking area includes the parking spaces and drive aisle. Revise the Landscape in Parking Area calculations in the table.
2. **Easements:** Identify and dimension all existing and proposed easements.
3. **Transit Stops:** Identify all existing and proposed bus stop locations.
4. **Utilities:** Identify all existing utility locations and the proposed locations for the utilities to be relocated if required.
5. **Trash Enclosure:** Include the new trash enclosure on the scope of work and provide elevations.
 - a. **Trash Provider:** Ensure the trash enclosure complies with CR&R's regulations. Please contact Dan Stapanian by email (DanS@crrmail.com) to address this item.
6. **Light Poles:** Show all light poles within the parking lot. Also provide dimensioned elevations of light poles. All outdoor lighting must be located and shielded so as to prevent the spill of light onto adjacent lots and streets (BMC § 17.44.080). Call out material and color of light fixtures. Provide manufacturers' specification for staff to review.
7. **Decorative Paving:** It is recommended to include decorative paving material at the first 10 feet of each driveway location on the property.
8. **Decorative Screening:** It is recommended to include a decorative wall or fence on the north elevation to screen the back utility doors.
9. **Loading:** A designated loading area is required and must be visually screened from view from the public streets.
10. **Bicycle Access:** A bicycle storage facility is required for patrons and employees and must not create visual clutter or create a safety hazard.

Landscape Plan (CLP1.0)

11. **Plant Schedule:** Show the location of the plant species and trellises that are shown on the north and east elevations.
12. **Landscape Requirements:** Revise the plans and include a table showing how the project addresses the following requirements (BMC § 17.44.070):
 - a. Earth mounding is required.

- b. All planting beds must be bordered by a minimum six (6) inch high concrete curb except where decorative walls are provided. No automobile space may incorporate the required planter within its dimension.
 - c. Irrigation systems must be installed in all landscape areas.
 - d. A minimum of three (3) forty-eight (48)-inch box trees are required based on the building floor area.
13. **Water-efficient landscaping:** It is recommended that you utilize water-efficient landscaping design consisting of low-water-use plants. Hardscape such as pavers, rocks, stone, brick, etc., may be used in the landscape design as accent only. In no case must the landscape design use a majority of decorative hardscape. Water-efficient landscaping must be provided with a permanent irrigation system adequate to meet the water needs of all landscape material. Irrigation systems must be designed to minimize maintenance and water consumption.
14. **MWELo:** Since the proposed landscaping exceeds 500 square feet, the project must comply with the California 2015 Updated Model Water Efficient Landscape Ordinance (MWELo). The MWELo must be certified by a licensed landscape architect prior to building permit final.

Exterior Elevations (A5.0 and A6.0):

15. **Light Fixtures:** Show all light fixtures on all elevations.
16. **Trash enclosure:** Provide complete elevations for the trash enclosure

Other:

17. **Door and Window Schedule:** Provide a door and window schedule.
18. **Photometric Plan:** A photometric plan, prepared by a licensed engineer, must be submitted for review and approval. The photometric plan must indicate a foot candle of 0 at all property lines and public right-of-ways. The photometric plan must provide foot candle measurements at least 5 feet from the property lines and the public right-of-way.
19. **Trash Cans:** Incorporate trash cans near door entrances/exits. Provide manufacturers specifications for staff to review.

Entitlement/Review Process:

20. **CEQA Environmental Review:** One (1) separate check for \$75 made out to the Los Angeles County Recorders is required.
21. **Development and other Fees:** The project is subject to the following list of development fees:
 - a. **Public Facilities Fee:** The proposed project will be subject to the Public Facilities Fee. The fee for the commercial project is \$0.175/sf. The applicable fee will be charged during building plan check and payment must be received before permits may be issued. [BMC § 3.24]
 - b. **Public Arts Fee:** All new commercial/industrial development projects with a project valuation in excess of \$250,000.00 are subject to the Public Arts provision. The project Applicant must acquire and install art work in a public place on or in the vicinity of the project site, as approved by the City Council pursuant to BMC Chapter 3.32. The cost or value of such work must equal or exceed one percent (1%) of the project cost. Alternatively, in-lieu of acquiring

- and installing art work, the project Applicant may contribute an amount equal to one percent (1%) of the project cost to the Public Arts Fund. [BMC § 3.32]
- c. **Construction and Demolition (C&D) Waste Management Plan:** A C&D Waste Management form is required to be completed, submitted, and approved by the Public Works Department prior to issuance of building permits.
 - d. **Underground Utilities:** Service for all utilities (including but not limited to the electrical service) must be of underground entry when the valuation of a project exceeds \$50,000.00.
 - e. **School Fees:** The subject property is located within the Bellflower Unified School District (B.U.S.D.). B.U.S.D. charges \$0.56 per square foot for new commercial construction. Proof of payment to the school district, or documentation that the project is exempt from, or that fees have been waived, must be provided during plan check for building permits to be issued.



COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION



Land Development Unit
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: CUP 18-06 MAP DATE: July 12, 2018 (city)
ADDRESS: 17404 Bellflower Boulevard Planner: Kathryn Brun
City: Bellflower
Inspector: Nancy Rodeheffer FPEA II *J* Report Date: August 8, 2018
Required Fire Flow: 1,500 gpm

- This project is not cleared to proceed to public hearing. The Fire Department Fire Prevention Land Development Unit has outstanding requirements for this permit and has determined this project is not cleared to proceed to public hearing. See below for additional requirements for this permit
- The Fire Department Land Development Unit has no additional requirements for this permit. This project is cleared to proceed to public hearing.
- The required fire flow for public fire hydrants at this location is **1500** gallons per minute at 20 psi for a duration of **2** hours, over and above maximum daily domestic demand. **1** Hydrant(s) flowing simultaneously may be used to achieve the required fire flow.
- Public fire hydrant(s): Install Upgrade **1** Verify (flow test) existing public fire hydrant(s).
Private on-site fire hydrant(s): Install Upgrade Verify (flow test) existing private on-site fire hydrants.

All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal. All on-site hydrants shall be installed a minimum of 25' feet from a structure or protected two (2) hour rated firewall.
- Water:** Relocate the existing public fire hydrant westerly of its existing location approximately 10 feet so as not to impede the driveway for the proposed development. Submit 3 sets of fire hydrant improvement plans to this office for review and approval prior to construction. All required fire hydrants shall be installed, tested, and approved prior to construction.
- Access:** Access is accepted as shown on the site plan dated July 12, 2018 (City).
- Special Requirements:** _____
- Comments:** _____

Fire Protection facilities; including access, must be provided prior to and during construction: Should any questions arise regarding this matter, please feel free to call our office @ (323) 890-4243.

Inspector: Nancy Rodeheffer *J*



FORM 196
Rev. 04/03

COUNTY OF LOS ANGELES FIRE DEPARTMENT FIRE PREVENTION DIVISION

Fire Prevention Engineering
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4125 Fax (323) 890-4129

Information on Fire Flow Availability for Building Permit

For All Buildings Other Than Single Family Dwellings (R-3)

INSTRUCTIONS:

Complete parts I, II (A) when:

Verifying fire flow, fire hydrant location and fire hydrant size.

Complete parts I, II (A), & II (B) when:

For buildings equipped with fire sprinkler systems, and/or private on-site fire hydrants.

PROJECT INFORMATION (To Be Completed By Applicant)

PART I

Building Address: SE corner Artesia Blvd. & Bellflower Blvd. APN 7161-008-007

City or Area: Bellflower

Nearest Cross Street: Artesia & Bellflower

Distance of Nearest Cross Street: at intersection

Applicant: Steve Shaw Telephone: (310) 773-7772

Address: 1330 Olympic Blvd.

City: Santa Monica CA 90404

Occupancy (Use of Building): Donut Store/retail bldg. Sprinklered: Yes No

Type of Construction: IB

Square Footage: Donut 1,000 SF/retail 1400 SF Number of Stories: 1

Present Zoning: DFD design for development

[Signature]
Applicant's Signature

8/13/2018
Date

PART II-A

INFORMATION ON FIRE FLOW AVAILABILITY
(To be completed by Water Purveyor)

Location 107'e of wpl
Hydrant Number f4-551
Distance from Nearest Property Line 0 Size of Hydrant 6x4x2.5 Size of Water main 8"
Static PSI 58 Residual PSI 56 Orifice size 2.5 Pitot 30
Fire Flow at 20 PSI 4576 gpm Duration 2 Flow Test Date / Time 8/15/2018

Location 56' s of npl
Hydrant Number f4511
Distance from Nearest Property Line 0 Size of Hydrant 6x4x2.5 Size of Water main 12"
Static PSI 58 Residual PSI 56 Orifice size 4 Pitot 32
Fire Flow at 20 PSI 5000 + Duration 2 hrs Flow Test Date / Time 8/15/2018

Location _____
Hydrant Number _____
Distance from Nearest Property Line _____ Size of Hydrant _____ Size of Water main _____
Static PSI _____ Residual PSI _____ Orifice size _____ Pitot _____
Fire Flow at 20 PSI _____ Duration _____ Flow Test Date / Time _____


PART II-B SPRINKLERED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY

Detector Location (check one) Above Grade Below Grade Either
Backflow Protection Required (Fire Sprinklers/Private Hydrant) (check one) Yes No
Minimum Type of Protection Required (check one) Single Check Detector Assembly
 Double Check Detector Assembly Reduced Pressure Principle Detector Assembly

BELFLOWER-SOMERSET

MUTUAL WATER CO.
10018 E. FLOWER STREET
BELFLOWER, CA 90708

Water Purveyor _____
Date 8/15/2018

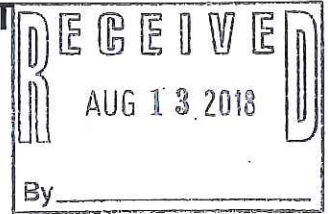

Signature _____
Title general manager

This information is considered valid for twelve months

Fire Department approval of building plans shall be required prior to the issuance of a Building Permit by the Jurisdictional Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division only prior to this department's approval of building plans.



**COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION**



Land Development Unit
5823 Rickenbacker Road
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Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: CUP 18-06 MAP DATE: July 12, 2018 (city)
 ADDRESS: 17404 Bellflower Boulevard Planner: Kathryn Brun
 City: Bellflower
 Inspector: Nancy Rodeheffer FPEA II Report Date: August 8, 2018
 Required Fire Flow: 1,500 gpm

- This project is not cleared to proceed to public hearing. The Fire Department Fire Prevention Land Development Unit has outstanding requirements for this permit and has determined this project is not cleared to proceed to public hearing. See below for additional requirements for this permit
- The Fire Department Land Development Unit has no additional requirements for this permit. This project is cleared to proceed to public hearing.
- The required fire flow for public fire hydrants at this location is **1500** gallons per minute at 20 psi for a duration of **2** hours, over and above maximum daily domestic demand. **1** Hydrant(s) flowing simultaneously may be used to achieve the required fire flow.
- Public fire hydrant(s): ___ Install ___ Upgrade **1** Verify (flow test) ___ existing public fire hydrant(s). Private on-site fire hydrant(s): ___ Install ___ Upgrade ___ Verify (flow test) existing private on-site fire hydrants.
 All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal. All on-site hydrants shall be installed a minimum of 25' feet from a structure or protected two (2) hour rated firewall.
- Water:** Submit a completed LACoFD Fire Flow Availability Form #196 (original, wet signature copy), to the County of Los Angeles Fire Prevention Land Development Unit for Fire Department review and acceptance prior to clearance to proceed to public hearing. Additional water system requirements may be required upon review of the completed Fire Flow form # 196, and/or when this land is further subdivided and/or during the building permit process.

Relocate the existing public fire hydrant westerly of its existing location approximately 10 feet so as not to impede the driveway for the proposed development. Submit 3 sets of fire hydrant improvement plans to this office for review and approval prior to construction. All required fire hydrants shall be installed, tested, and approved prior to construction.
- Access:** Access is accepted as shown on the site plan dated July 12, 2018 (City).
- Special Requirements:** _____
- Comments:** Submittal, review and acceptance of the completed fire flow availability form is required prior to



COUNTY OF LOS ANGELES FIRE DEPARTMENT FIRE PREVENTION DIVISION

Land Development Unit
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT:	CUP 18-06	MAP DATE:	July 12, 2018 (city)
ADDRESS:	17404 Bellflower Boulevard	Planner:	Kathryn Brun
City:	Bellflower		
Inspector:	Nancy Rodeheffer FPEA II	Report Date:	August 8, 2018
Required Fire Flow:	1,500 gpm		

clearance of this project to proceed to the public hearing process.

Fire Protection facilities; including access, must be provided prior to and during construction. Should any questions arise regarding this matter, please feel free to call our office @ (323) 890-4243.

Inspector: Nancy Rodeheffer

Standard Building & Safety Conditional Use Permit Comments

Codes in Effect:

- 2016 California Building Code
- 2016 California Residential Code
- 2016 California Green Building Standards
- 2016 California Energy Code
- 2016 California Electrical Code
- 2016 California Mechanical Code
- 2016 California Plumbing Code
- 2016 California Fire Code
- Bellflower Municipal Code

4 sets of complete plans and 2 sets of supporting documents are required at plan check submittal.

Commercial Projects must be designed by a California Licensed Designed Professional. Plans must be stamp and signed by the California Licensed Design Professional.

Certain projects may require approval from LA County Fire Department.

Certain projects may require approval from LA County Health Department.

Additional comments may occur during the Plan Review Process.

The City of Bellflower offers a Self-Certification Program for Plan Review.

Plan Case Detailed



Development Review Board

Application Date: 07/12/2018

Case Status: Under Review

Location Address: 17404 BELLFLOWER BLVD

Department of Public Works
Bellflower, CA 90706
(562) 804-1424 ext. 2259

Checklist is ONLY an estimate of Right of Way Construction Cost and NOT an actual cost
ROW DEPOSIT MUST BE PAID IN FULL PRIOR TO/OR DURING BUILDING PERMIT ISSUANCE

Permit Number: DR-7-18-9191

Owner: PRELL BELLFLOWER, LLC

Telephone No: (714)868-7000

Applicant: PRELL BELLFLOWER, LLC

Telephone No: (714)868-7000

Proposed Work: Construct a new 2400-square foot building with two tenant spaces and one drive-through facility.

Project Valuation: N/A

Driveway Apron - Right of Way Permit Required

Estimated ROW Construction Cost

Status: Substandard

No. of Aprons: 5

Remove: (L) 92 (W) 9

S.F x \$2.67 = \$2,210.76

Construct: (L) 62 (W) 9

S.F x \$5.33 = \$2,974.14

Curb Ramps - Right of Way Permit Required

Status: N/A

No. of Ramps: 0

Remove: (L) 0 (W) 0

S.F x \$2.67 = \$0.00

Construct: (L) 0 (W) 0

S.F x \$5.33 = \$0.00

Curb & Gutter - Right of Way Permit Required

Status: Substandard

Remove: (L) 194

L.F x \$20.00 = \$3,880.00

Construct(L) 78

L.F x \$20.00 = \$1,560.00

Sidewalks - Right of Way Permit Required

Status: Substandard

Remove: (L) 80 (W) 9

S.F x \$2.00 = \$1,440.00

Construct: (L) 120 (W) 9

S.F x \$4.00 = \$4,320.00

Total Estimated ROW Construction Cost: \$ 16384.90

Total ROW Deposit: \$ 16384.90

DEPOSIT IS BASED ON THE ESTIMATED ROW CONSTRUCTION COST

Other Requirements (This section does not include ROW Permit Fees):

Sewer Reconstruction - Per Resolution No. 08-36 14165 S.F. 14 Units Fee: \$2,677.19

Fire Flow -Per Resolution 02-37
City Fire Flow Connection Fee: \$0.00

Street Trees Number of Trees: 0 Fee: \$0.00

Underground Utilities Required When Valuation Exceeds \$50,000.00 Per Ordinance No. 1037 Underground: Required

Total Listed Fees: \$ \$2,677.19

Pole: N
Side of: ARTESIA BL.

Plan Case Detailed

Development Review Board



**Department of Public Works
Bellflower, CA 90706
(562) 804-1424 ext. 2259**

Application Date: 07/12/2018

Case Status: Under Review

Location Address: 17404 BELLFLOWER BLVD

**Checklist is ONLY an estimate of Right of Way Construction Cost and NOT an actual cost
ROW DEPOSIT MUST BE PAID IN FULL PRIOR TO/OR DURING BUILDING PERMIT ISSUANCE _____**

Permit Number: DR-7-18-9191

Owner: PRELL BELLFLOWER, LLC

Telephone No: (714)868-7000

Applicant: PRELL BELLFLOWER, LLC

Telephone No: (714)868-7000

Proposed Work: Construct a new 2400-square foot building with two tenant spaces and one drive-through facility.

Project Valuation: N/A

Driveway Apron - Right of Way Permit Required

Comments: PER THE SUBMITTED PRELIMINARY PLAN, THE TWO EXISTING DRIVEWAY APRONS FRONTING ARTESIA BOULEVARD AND THE EXISTING APRON FRONTING BELLFLOWER BOULEVARD SHALL BE ABANDONED AND THE SIDEWALK, CURB AND GUTTER RESTORED. THE APPROXIMATE MEASUREMENT OF EACH APRON IS 30 FEET BY 9 FEET.

ALSO PER THE SUBMITTED PRELIMINARY PLAN, TWO NEW DRIVEWAY APRONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY STANDARD PLAN (BSP-02, COMMERCIAL). THE NEW APRONS WILL BE LOCATED ROUGHLY AT THE SOUTHWEST AND NORTHEAST CORNERS OF THE PROPERTY. THE APPROXIMATE MEASUREMENT OF EACH NEW APRON IS 30 FEET BY 9 FEET.

A "C-8" OR AN "A" LICENSED CONTRACTOR SHALL APPLY FOR A CITY OF BELLFLOWER RIGHT OF WAY PERMIT TO PERFORM ALL LISTED RIGHT OF WAY IMPROVEMENTS.
CLASS B (GENERAL BUILDING) CONTRACTORS WILL NOT BE APPROVED FOR PERMIT ISSUANCE TO PERFORM THIS TYPE OF WORK WITHIN THE PUBLIC RIGHT OF WAY.

Ramps - Right of Way Permit Required

Comments:

Curb & Gutter - Right of Way Permit Required

Comments: CURB AND GUTTER SHALL BE REMOVED AND RECONSTRUCTED CORRESPONDING TO THE TWO NEW DRIVEWAY APRONS TO BE CONSTRUCTED. CURB AND GUTTER SHALL BE REMOVED AND RECONSTRUCTED FULL CORRESPONDING TO THE THREE DRIVEWAY APRONS TO BE ABANDONED.

Sidewalks - Right of Way Permit Required

Comments: SIDEWALK SHALL BE REMOVED CORRESPONDING TO THE TWO NEW DRIVEWAY APRONS TO BE CONSTRUCTED.
SIDEWALK SHALL BE CONSTRUCTED CORRESPONDING TO THE THREE DRIVEWAY APRONS TO BE ABANDONED.

CITY OF BELLFLOWER
 Department of Public Works
PRELIMINARY SEWER RECONSTRUCTION FEE

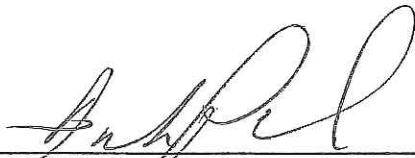
Pursuant to Chapter 13.12 of the Bellflower Municipal Code and Resolution 08-36

Building Address	17404 Bellflower Boulevard	Plan Case Number	DR 7-18-9191
Owner:	Prell Bellflower LLC	Planner:	Kathryn Brun
Applicant:	Same	Developer:	
Mail Address	3720 S. Susan St., #120 Santa Ana CA 92704		Telephone: 714-868-7000

Lot Area: 14,165 Sq. Ft. Use of Building: Stores

The peak rate of flow to the Sanitary Sewer from a building containing mixed occupancies shall be determined by adding the peak rate of flow of the various occupancies.

OCCUPANCIES	Number of Units	Type of Units	Daily Peak Flow Per Unit	Peak Rate of Flow (gallons per day)
Apartments & Dwellings		Dwelling Units	600	0
Assembly Areas/ Auditorium		Persons	15	0
Car Wash		Lane	86,400	0
Bars & Cocktail Lounges		Seats	60	0
Churches		1000 Sq. Ft. floor area	600	0
Hospitals		Beds	1,500	0
Industry, light (no water processes)		1000 Sq. Ft. floor area	600	0
Laundry (Automatic)		Machines	225	0
Hotel/Motel		Units	600	0
Medical office		1000 Sq. Ft. floor area	900	0
Mobile home or trailer park		Units	400	0
Offices		1000 Sq. Ft. floor area	600	0
Restaurants		Seats	150	0
Stands or Drive-Ins		1000 Sq. Ft. floor area	900	0
Stores	14.165	1000 Sq. Ft. floor area	300	4,250
Storage or warehouse		1000 Sq. Ft. floor area	75	0
Total Peak Rate of Flow				4,250
If lot is or will be vacant**, then: Deduct Credit @ 0.12 gal. per day per sq. ft. of lot area				0
Total Peak Rate of Flow subject to charge				4249.50
Total Charge @ \$0.63 per gallon				\$2,677.19



 Public Works Maintenance Superintendent 8/3/18
Date

** If new building adds to existing, there is no credit. If partial demolition, refer to Director of Public Works for determination.



Water Quality Conditions of Approval (Version March 2017)

Project Name: Dunkin Donuts
Project Location: SEC Bellflower Blvd & Artesia Blvd
Application No: DR x-xx-xxxx
Planner: Rowena Genilo
Verified by: Lori Wolfe
Date: 9-25-18

1. **Prior to grading permit**, the applicant shall comply with the National Pollution Discharge Elimination System (NPDES) permit from the California Regional Water Quality Control Board.
2. **Prior to grading permit**, the applicant shall file any required documents, including but not necessarily limited to the notice of intent, and comply with permits from the California Regional Water Quality Control Board.
3. **Prior to grading permit**, the applicant shall furnish the project's LID Plan for review and approval to the satisfaction of the City Planner and/or the City Engineer. The LID Plan will be required to implement post-construction treatment controls as identified in the MS4 PERMIT, Los Angeles RWQCB Order No. R4-2012-0175–Planning and Land Development Program (page 94). The design treatment volume must be calculated in accordance with the MS4 Permit and LA County Hydrology Manual Appendix A procedures to the satisfaction and approval of the City Engineer. The calculations must be performed by a licensed Civil Engineer in the State of California. Structural treatment controls shall be designed to meet CASQA design requirements at a minimum (<http://www.cabmphandbooks.com> for New Development/Redevelopment).
4. **Prior to grading permit:** the project must demonstrate to the satisfaction of the City Engineer and/or the City Planner that the MS4 Permit requirements are met and shown on the project plans.
5. **Prior to grading permit: Treatment of Pollutants-** The applicant must demonstrate to the satisfaction of the City Planner and/or City Engineer that the selected Structural Treatment Controls adequately treat pollutants of concern for the expected project pollutants to a medium or high removal efficiency and for the currently approved Lower San Gabriel River Reach 1 and Los Cerritos Channel 303(d) listed pollutants. The applicant shall include in the LID report all calculations and treatment control manufacturer information, if applicable, to demonstrate the pollutant removal efficiency for the project pollutants and 303(d) listed pollutants (<http://www.swrcb.ca.gov>).



6. Prior to grading permit: Maintenance Agreement- A maintenance agreement shall be reviewed and approved to the satisfaction of the City Planner and/or City Engineer. The Maintenance agreement shall be submitted in accordance with the requirements of Order No. R4-2012-0175, Page 111. The Maintenance Agreement shall be signed and notarized by the owner, City Manager and City Attorney and recorded with the LA County Recorder.

7. Prior to grading permit: Project Plan Requirements- The applicant shall include on the project plans to the satisfaction of the City Engineer the following information:

- Grading Plan Title Sheet: Indicate the project is subject to LID requirements with the Following text: "LID PROJECT".
- Maintenance requirements must be listed for all structural treatment controls.
- All constructed LID requirements must be clearly identified as such in the project plans and in the LID Report including maintenance operations and maintenance responsibility.

8. Prior to grading permit: Construction Requirements- The applicant shall sign the owner's certification form and embed this document in the project plans to the satisfaction of the City Planner or City Engineer.

9. Prior to grading permit: Low Impact Development (LID) - The project shall incorporate structural LID practices for the site in consideration of the site's land use, hydrology, soil type, climate and rainfall patterns.

10. Prior to grading permit: Trash Enclosures – Trash enclosures shall meet storm water quality standards. They shall be designed to have a solid impermeable roof and concrete slab floor. The roof shall have a minimum clearance height of at least 9 feet to allow the bin lid to completely open. The concrete slab shall be graded to contain any spill within the enclosure. The enclosure area shall be protected from receiving direct rainfall or run-on from collateral surfaces. Rainwater or wastewater runoff from trash enclosure is prohibited. An alternate drain from the interior of the enclosure that discharges to the sanitary sewer may be constructed if approved by sewer district.

11. Prior to grading permit, the applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for sites 1 acre or greater, for the review and acceptance by the City Engineer. The SWPPP shall describe the construction phase Best Management Practices (BMPs) to ensure compliance with the NPDES General Permit for storm water discharges associated with construction activity.

Date: August 3, 2018

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

FROM: Jerry Stock, City Engineer

SUBJECT: DR 1-18-8701/CU 18-06, 17404 Bellflower Boulevard

I have reviewed the area in question and the following deficiencies in land development as they pertained to public right-of-way were noted. Any existing damaged public right-of-way improvements shall be repaired in accordance with Section 5600 et seq of the California Streets and Highways Code and with the Bellflower Municipal Code before occupancy will be granted. (Property owner is responsible for the repair and maintenance of curb/gutter, sidewalk and drive apron).

TRAFFIC ENGINEERING

The site plan shall show the location and dimensions of all existing and proposed drive approaches as well as the proposed east side entrance to the development.

The site plan shall show all existing right of way improvements and dimension the public right of way.

Landscape and hardscape improvements located adjacent to all proposed drive approaches and vehicular access points shall not exceed 42" in height as measured from the paved driveway surface to ensure safe vehicular sight distance is provided.

A photometric plan shall be provided showing the location, mounting height, fixture type and wattage of the proposed parking lot lighting. The plan shall include foot candle contours.

The driveway widths shall comply with all Los Angeles County Fire Department requirements.

The site plan shall show the designated disabled access path from the public right of way.

The dimension of the southerly most planter is illegible.

CITY ENGINEERING

There is a bold line on the site plan running in an east-west direction between the parking stalls and the buildings. Please define the intent of that line.

A preliminary soils report prepared by a licensed civil or geotechnical engineer is required and shall include an assessment of liquefaction potential.

Fire Protection: This development 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.

The applicant shall 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 shall provide the necessary means for meeting the fire flow rates required by the Fire Department.

A grading plan prepared by a California licensed civil engineer is required. The minimum slope on concrete flow lines shall be 0.50%. Minimum slope on asphalt concrete or turf shall be 1.0%. Existing elevations of adjacent property and street flow lines must be shown around the perimeter of the proposed development. All applicable NPDES requirements shall be complied with as determined by the City of Bellflower storm water consultant.

A legal description was submitted. Please show and dimension all existing and proposed easements.

Sidewalk shall be removed corresponding to the two new driveway aprons to be constructed.

Sidewalk shall be constructed corresponding to the three driveway aprons to be abandoned.

The site plan shall show and dimension any proposed perimeter walls/fences (if applicable).

The two existing driveway aprons fronting Artesia Boulevard and one existing driveway apron fronting Artesia Boulevard shall be abandoned and replaced with new sidewalk and curb & gutter. The approximate dimension of each driveway apron is 30 feet by 9 feet.

Two new driveway aprons shall be constructed in accordance with City of Bellflower standard plan BSP-01 commercial and the approved construction plans.

NOTE: A "C-8" OR AN "A" LICENSED CONTRACTOR SHALL APPLY FOR A CITY OF BELLFLOWER RIGHT OF WAY PERMIT TO PERFORM ALL LISTED RIGHT OF WAY IMPROVEMENTS. CLASS B (GENERAL BUILDING) CONTRACTORS WILL NOT BE APPROVED FOR PERMIT ISSUANCE TO PERFORM THIS TYPE OF WORK WITHIN THE PUBLIC RIGHT OF WAY.

Curb & gutter shall be removed and replaced corresponding to the reconstruction of the two new driveway aprons. Curb & gutter shall be removed and reconstructed full corresponding to the three driveway aprons to be abandoned.

A City of Bellflower sewer reconstruction fee in the amount of \$2,677.19 shall be paid to the City of Bellflower.

If a new sewer lateral is proposed from the property to the existing sewer main, the minimum lateral size from main to property line is 6". A separate sewer clean out shall be provided for each business. Excavation permits with necessary insurance and bonds are required.

For any new sewer connections please contact the Los Angeles County Sanitation District and obtain any connection permits. Documentation of said permits shall be submitted to the Building Official prior to the issuance of any building permits. Provide documentation from the District that sufficient sewer capacity is provided.

The maximum slope in the disabled parking space loading zone shall not exceed 2% in any direction.

All utilities within the subject property shall be placed underground prior to building occupancy or sale, in accordance with the Bellflower Municipal Code.

Un-sodded, mounded planters adjacent to public sidewalk shall be provided with 6" curbs to prevent soil run-off onto the public sidewalk. Curbs are not required if the planter consists of sod.

The contractor shall meet with the City Public Works Inspector before starting any construction within the public right-of-way.

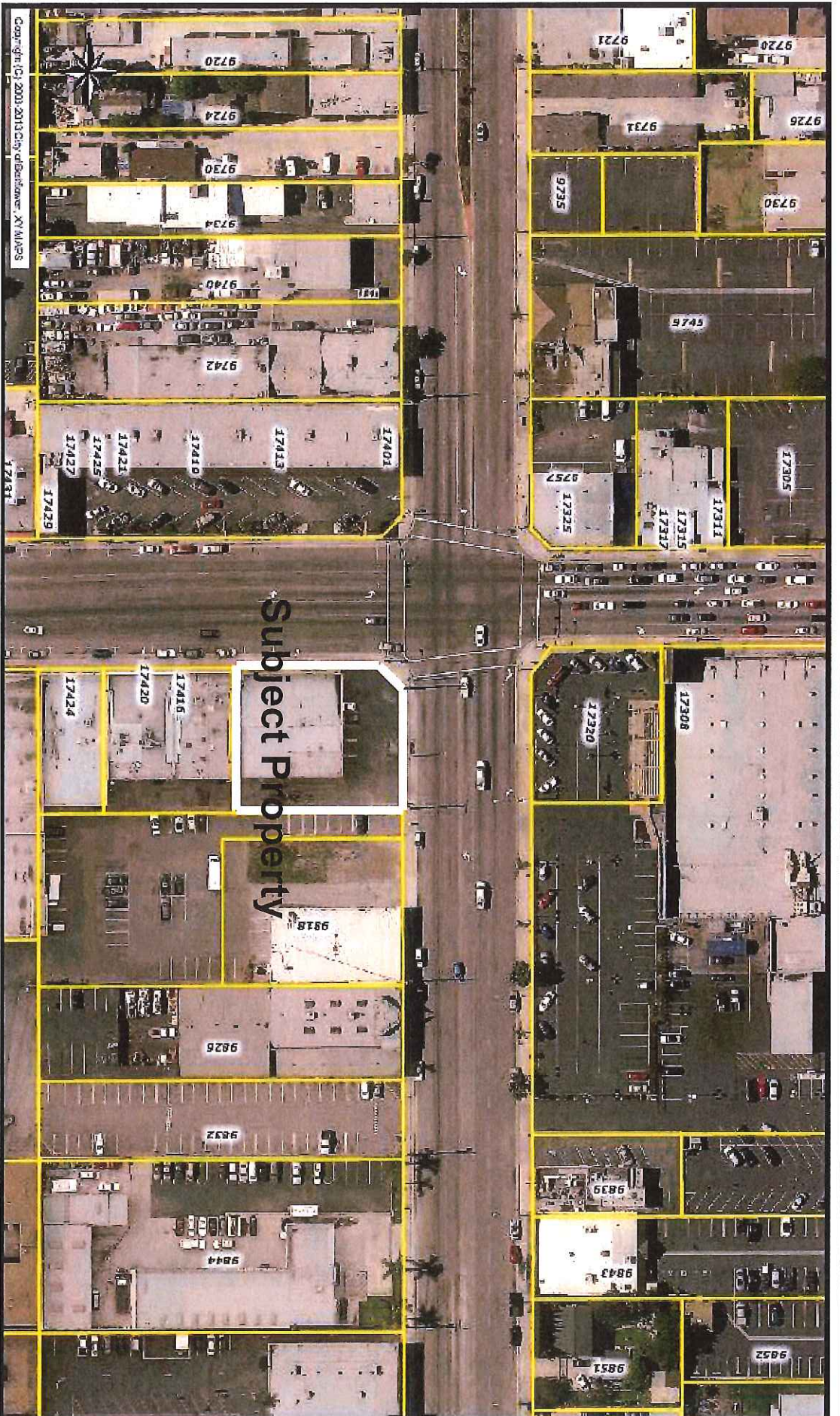
All work within the public right-of-way, including placing and removal of traffic control devices, shall be restricted to the hours between 8:30 A.M. and 3:30 P.M., Monday through Friday. No work requiring continuous inspection or traffic control shall be done on Saturday, Sunday or Holidays, unless prior arrangements have been made at least one week in advance with the approval of the City Engineer.

The developer, at his/her cost, shall be responsible for the relocation as necessary of any public or private utility or other obstruction to facilitate the construction within the public right-of-way.

PERMITS ARE REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY

ATTACHMENT D

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



Copyright © 2003, 2013 City of Belflower, TX MAPS

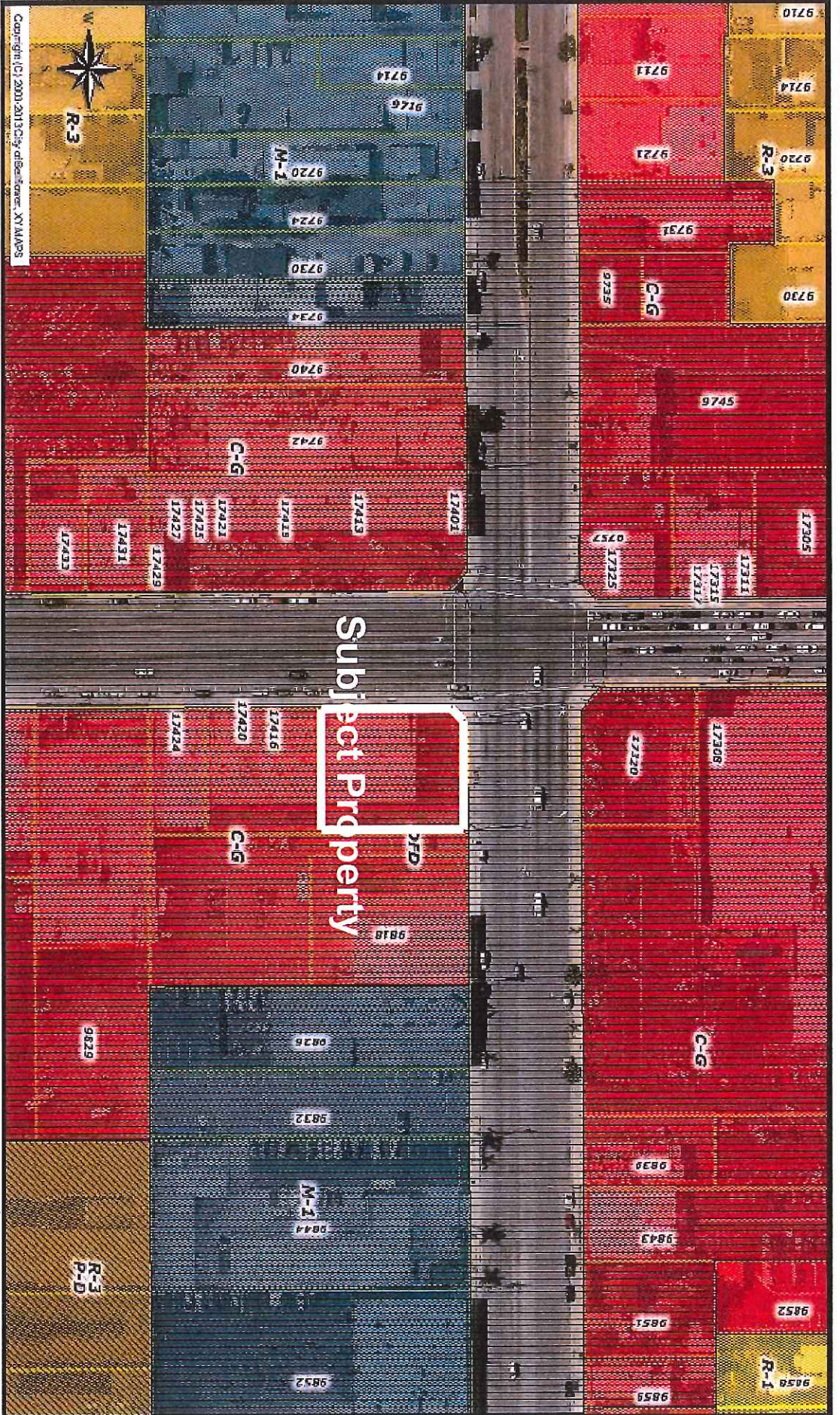
17404 Bellflower Boulevard

Aerial



Scale: 1 in = 110 ft
 Printed 9/26/2018





Subject Property

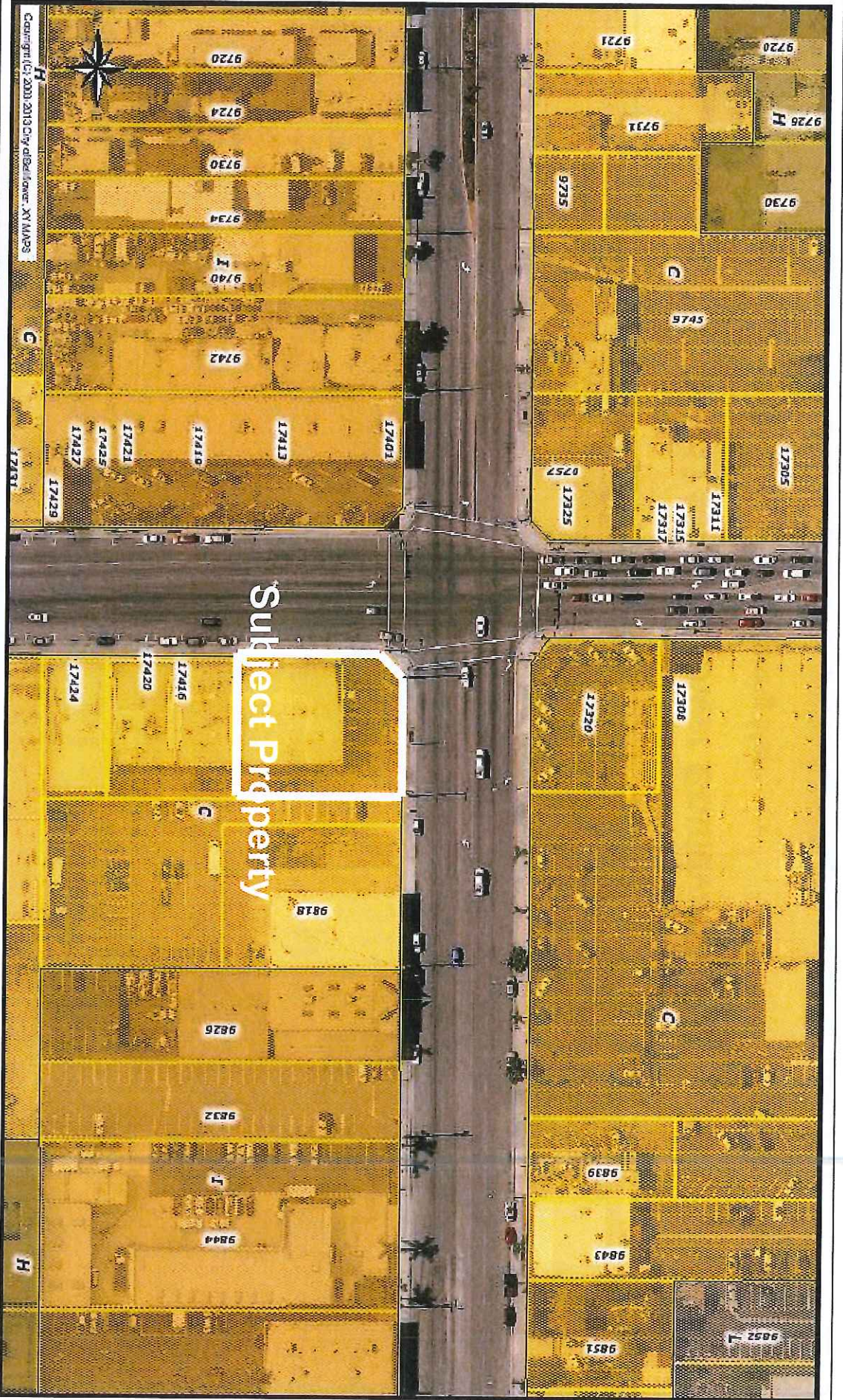
17404 Bellflower Boulevard

Zoning Map



Scale: 1 in = 125 ft
Printed 9/26/2016

Copyright © 2000-2015 City of Bellflower, TX MAPS



Copyright © 2003, 2013 City of Bellflower, XI 11405

Subject Property

17404 Bellflower Boulevard

General Plan Land Use Map



Scale: 1 in = 110 ft
 Printed 9/26/2018

ATTACHMENT E

City Agreement File No. 795 (without
exhibits)

**EXCLUSIVE NEGOTIATION AGREEMENT
(CITY AGREEMENT FILE NO. 795)
BY AND BETWEEN
THE CITY OF BELLFLOWER, GARDENING AT NIGHT, LLC,
AND PRELL BELLFLOWER, LLC**

This Agreement is entered into this 29th day of March, 2018 (“Effective Date”), by and between the City of Bellflower, a general law city and municipal corporation (“City”); Gardening at Night, LLC, a California Limited Liability Company (“Gardening”); and Prell Bellflower, LLC, a California Limited Liability Company (“Prell”); on the terms and provisions set forth below. Developers and City are sometimes collectively referred to as the “Parties” and each, individually, may be referred to as a “Party.” Additionally, Gardening, and Prell are sometimes collectively referred to as the “Developers” and each, individually, may be referred to as a “Developer.”

1. **RECITALS.** The Parties enter into this Agreement with reference to the following facts and objectives:

A. Gardening seeks to purchase and develop an approximately 37,471 square foot site of privately owned real property located at 17434 Bellflower Boulevard in the City of Bellflower, California (“Property A”), which is currently occupied by an approximately 39,000 square foot vacant commercial building. Property A is legally described in attached Exhibit “A,” which is incorporated by reference. Gardening seeks to enter into an agreement with City to conduct exclusive negotiations with City and Prell regarding the development of Property A in conjunction with property owned by the City and Prell.

B. Gardening desires to convert the existing building to a mixed-use commercial development consisting of office space on the second and third floors, and commercial retail space on the first floor of Property A in addition to front and rear façade and parking lot improvements.

C. Prell has purchased and seeks to develop an approximately 14,188 square foot site located at 17404 Bellflower Boulevard in the City of Bellflower, California (the “Property B”), which is currently vacant. Property B is legally described in attached Exhibit “B,” which is incorporated by reference. Prell seeks to enter into an agreement with City to conduct exclusive negotiations with City and Gardening regarding the development of Property B in conjunction with Property C owned by the City and Property A owned by Gardening.

D. Prell desires to develop Property B as a new multi-tenant commercial project consisting of an approximately 1,500 square foot Dunkin Donuts with a drive-through, and an approximately 1,000 square foot retail tenant space.

E. City owns in fee that certain parcel of land composed of 21,427 square feet (“Property C”) as more specifically described in attached Exhibit “C,” which is incorporated by reference.

F. The Property A, B, and C (collectively the “Negotiation Site”) are contiguous parcels, located in the City and total approximately 73,086 square feet/1.68 acres.

G. The Negotiation Site is zoned as “General Commercial” with a Design for Development Overlay (the “DFD”). This requires a Conditional Use Permit for any development with a site area of less than 1.5 acres.

H. The Parties acknowledge that any proposed projects for the Negotiation Site will require certain entitlements to be obtained from City including, without limitation, discretionary legislative acts such as a conditional use permit, development review, zone change, amendment to the City’s General Plan, tentative map, and potentially a development agreement all of which will require environmental review pursuant to the California Environmental Quality Act (“CEQA”).

I. City believes it is in the public interest to enter into exclusive negotiations with Developers regarding the potential development of the Negotiation Site.

2. **CONSIDERATION.** In consideration of this Agreement, the Parties agree as follows:

A. The Parties agree to strictly comply with the recitals and mutual covenants and conditions contained in this Agreement.

B. Within 30 days of the date of Gardening’s close of escrow for the purchase of Property A, Developers each agree to contribute \$25,000 to City for repaving and restriping Property C. City, in its sole discretion, agrees to include the improvement of Property C in the City’s Capital Improvement Program (CIP) in the future.

3. **TERM.**

A. The term of this Agreement commences as of the Effective Date of this Agreement and terminates pursuant to the terms of Section 5 (the “Term”). At the option of the Parties, pursuant to the conditions set forth below and before expiration of this Agreement, the Term may be extended for an additional six month period by mutual written consent of Developers and City. The City Manager is authorized to approve the extension on behalf of City. Should any of the anticipated projects not be entitled and constructed before the expiration of the Term, the respective Developers acknowledge that they will lose the ability to develop their project under the Design for Development Overlay Zone.

B. If an environmental impact report (the “EIR”) is required for City’s consideration of any project, then the Term will be automatically extended for a period of twelve months as may be necessary to satisfy the requirements of CEQA and its implementing guidelines. The Parties must document this additional automatic 12 month extension in a written acknowledgement. If needed to meet the timeframes imposed by the EIR process, the Parties may, but are not required to, extend the Term for a period longer than twelve months by written amendment to this Agreement.

4. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.**

A. Should there be a default in performance by a Party, the non-defaulting Party must provide written notice of such default to the defaulting Party. Notice must specify the nature of the event or deficiency giving rise to the default; the action required to cure the deficiency; if an action to cure is possible; and a date not less than 30 calendar days from the date of the notice within which action to cure must be taken.

B. Notwithstanding anything to the contrary, any default does not constitute cause to terminate this Agreement if the defaulting Party cures, corrects or remedies the default within the time period required in the notice or other agreement between the Parties. In the case of a default by either Party, the alleged defaulting Party must promptly commence to cure the identified default and must complete the cure within 30 days after receiving the notice of default. The 30 day cure period for a default may be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

5. **TERMINATION.** This Agreement may terminate under the following circumstances:

A. Twenty-four months after the Effective Date of this Agreement;

B. By a Party upon the uncured default of the other Party;

C. By a Developer upon giving City 30 days written notice of its intent to terminate this Agreement;

D. The Parties entering into a Development Agreement as approved by the City Council in accordance with applicable law; or

E. Entitlement and completed construction of a proposed development.

6. **EXCLUSIVE NEGOTIATIONS.**

A. City agrees that, during the Term (or any extension or tolling of the Term) and provided that either Developer is not in uncured default of any of its obligations under this Agreement, it will negotiate exclusively and in good faith with Developers concerning a Development Agreement for the Negotiation Site.

Developers understand and agree that City is a public entity and must comply with, without limitation, the California Public Records Act (“PRA”). Each Party agrees that any and all financial data, reports and documentation supplied by one Party (“Disclosing Party”), or its affiliates or third parties on its behalf, to the other Party under this Agreement (“Receiving Party”), which are confidential cannot be disclosed or otherwise disseminated by the Receiving Party without the consent of the Disclosing Party except as required by law including, without limitation, the PRA. For this Section to apply, the Disclosing Party must mark or label its confidential information as “Confidential and

Proprietary.” City agrees to inform Developers of any request filed in accordance with the PRA to obtain documents labeled Confidential and Proprietary and Developers may determine whether to oppose disclosure of such documents. Under any such circumstance, Developers, jointly and severally, must defend, indemnify and hold harmless City and its officers, officials, employees and agents against and from a challenge under the PRA.

7. SCOPE OF NEGOTIATIONS.

A. During the Term, the Parties agree to diligently negotiate in good faith the terms of a development agreement for the development of the Negotiation Site.

B. The good faith negotiations agreed to between the Parties requires each to reasonably communicate with the other. This will include all methods of communication including via telecommunications (fax, phone, e-mail, etc.), face-to-face meetings between the Parties’ representatives, and written correspondence.

8. DEVELOPERS’S RESPONSIBILITIES.

All applications for land use entitlements for any proposed project are Developers’ responsibility at their sole expense. City may, but is not required to, reasonably cooperate with Developers to assist in acquiring land use entitlements from City at Developers’ expense.

9. DEVELOPERS REIMBURSEMENT OF CITY COSTS.

A. In addition to costs for repaving and restriping Property C as identified in Section 2(B), City has estimated the costs and expenses of negotiations as being approximately \$20,000. Developers agree to pay for all administrative and other costs associated with this Agreement including, without limitation, legal fees, and staff time (collectively “City Costs”). However, Developers acknowledge that the actual amount of such costs and expenses may be different. In the event the City feels the City Costs will exceed \$20,000, City will provide Developers written notice of the change and request Developers’ written approval of said change. Nonetheless, even though the actual amount of such costs and expenses may be different, the Developers agree to reimburse the City for the full amount of such actual costs and expenses in the manner provided in this Agreement.

Within five business days of executing this Agreement, each Developer must provide City with a deposit of \$5,000 (the “Initial Deposit”), which City agrees to maintain in a separate trust account for Developers; any interest earned on funds deposited in this trust account must be for the benefit of Developers. The Initial Deposit and any subsequent replenishment must be used only to pay City Costs actually incurred. City must have the right from time to time to withdraw funds from the Initial Deposit to pay (or reimburse itself) for City Costs, and must provide Developers with monthly statements specifying the City Costs so incurred by City and paid (or reimbursed) from the Initial Deposit. Together with such monthly statements, City must provide to Developers copies of invoices for the City Costs shown in such monthly statements, including invoices for attorneys’ fees and costs (but the detailed description of the services provided by each

attorney, as described in each such invoice, must be redacted to show only the matter on which such attorney worked, together with the name (or initials) of such attorney, the date and amount of time spent by such attorney on such matter, and the attorneys' fees charged to City therefore) and including any invoices from other Developers or experts (but each such invoice from other Developers or experts must be redacted so as not to show or contain any privileged information or communications). Developers have no obligation to pay as City Costs any third party cost for which an invoice is not provided. Any City Costs related to charges for City staff time must be based on written time entries that include the name of the staff, the actual time spent and a specific description of work performed. City and Developers agree that any funds remaining in the separate trust account at the conclusion of the Agreement will be reimbursed to Developers.

B. Within 10 business days after City notifies Developers in writing that the then remaining balance of the Initial Deposit has been reduced to \$1,000 or less, Developers must replenish the Initial Deposit to a balance of \$5,000.

C. City must provide 10 business days' prior written notice to Developers of City's intent to engage any other third party (excluding City's legal counsel) or authorize any other work (excluding work by City's legal counsel relating to the Project), the cost of which is reasonably anticipated by City to exceed \$1,000. Developers may review and comment (but not approve) any contract or scope of work (or amendment or change order to such agreements) that City intends to enter with a third party (excluding City legal counsel) with respect to this Agreement or the Project before City entering such contract or agreeing to such scope of work. If Developers have a good faith and bona fide dispute as to a charge incurred as City Costs (excluding City legal counsel), then City must meet and confer with Developers in a good faith effort to resolve such dispute. If, after such meeting, City agrees with Developers, City must cooperate with Developers in seeking credit or offset from third parties to whom City Costs are paid. To the extent practicable, any third party contract (excluding City's legal counsel) must name Developers as an intended third party beneficiary.

D. Upon City's receipt of written notice from Developers to stop work (or temporarily suspend work) on the Project, City must promptly direct all of City's staff, attorneys, Developers and other professionals to stop work thereon; provided, however, that such a notice to stop work (or temporarily suspend work) does not constitute Developers' election to terminate this Agreement absent a specific statement to that effect; and, provided further, that the Developers agrees and acknowledges that:

i. Depending upon the terms of the contract(s) governing the work to be performed by such Developers and other professionals (excluding City's attorneys), such Developers' and other professionals' stopping work on the Project may or may not result in City incurring costs therefor, and Developers must be responsible for, and the Initial Deposit may be used by City to pay (or reimburse itself) for, such costs that are actually incurred and to which a third party has a contractual right to payment; and

ii. Should Developers fail to perform any of their obligations under this Section, then City may, at its option, pursue any one or more or all of the

remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developers fail to perform any of their obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by City together with interest from the date incurred at the rate of ten percent (10%) per annum.

10. **HAZARDOUS/TOXIC 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, about or within Property C in violation of any law or regulation. Developers agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Negotiation Site in violation of any law or regulation. Developers agrees to defend and indemnify City, to the extent stated below, against any and all losses, liabilities, claims and/or costs arising from any breach of any Developers 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).

11. **INSURANCE.**

A. Before commencing performance under this License, and at all other times this License is effective, Developers will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Workers compensation	Statutory limits

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon 30 days prior written notice to City except for nonpayment of premiums which may be cancelable upon 10 day notice.

C. Developers will furnish to City duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License 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.” Certificate(s) must reflect

that the insurer will provide thirty day notice of any cancellation of coverage. Developers will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

D. Should Developers, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Developers’ expense and charge the cost of such insurance to Developers under this Agreement or terminate.

E. All policies required by this Agreement must allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of Developers (as the named insured) should Developers fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. Developers understand and agree that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Developers as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Developers’ behalf upon the Developers’ failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Developers for breach of this Agreement in addition to any other damages incurred by City due to the breach.

12. **NOTICES.** All communications to either Party by the other Party must be deemed made when received by such Party at its respective name and address, as follows:

City: City of Bellflower
16600 Civic Center Drive
Bellflower, California 90706
Attention: Mr. Jim DellaLonga, Director of Economic Development
Email: jdellalonga@bellflower.org

Gardening At Night, LLC:

Martin D. Howard
3750 Long Beach Boulevard
Long Beach, CA 90807
Email: mhoward@howardcdm.com

Prell Bellflower, LLC:

Coby Sonenshine, Managing Member
3720 S. Susan, Ste. 120
Santa Ana, CA 92704
Email: coby@prellgroup.com

Any such written communications by mail must be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

13. **MUNICIPAL POWERS.** Nothing in this Agreement is intended to, nor can it, act as a limitation on City's present or future exercise of municipal powers in accordance with the California Constitution and applicable law. The Parties understand and agree that nothing in this Agreement commits City to any approval of any project. Any application for a project approval must be filed by the Developers in accordance with applicable law; is subject to the California Environmental Quality Act; and must be approved by the City Council in its absolute legislative discretion.

14. **ASSIGNMENT.** This Agreement cannot be assigned by Developers without City Manager's prior written approval in his sole, absolute and unfettered discretion, except that approval must not be required for a wholly-owned successor-in-interest formed, owned, and operated by Developers for the express purpose of fulfilling the obligations set forth in this Agreement.

15. **INTERPRETATION/VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Los Angeles County Superior Court.

16. **EXCLUSIVE REMEDY.** Declaratory and injunctive relief and specific performance must be the sole remedies available to the Parties and each Party understands and agrees that it cannot seek damages of any nature or type against the other Party except City can seek damages for any physical harm caused to the Negotiation Site by Developers, as further described in Section 8(A).

17. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the Parties as to the matters covered in this Agreement. There are no other understandings, terms or other agreements expressed or implied, oral or written.

18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. **COVENANT AGAINST DISCRIMINATION.** Developers cannot discriminate against nor segregate, any person, or group of persons, on account of sex, race, color, age, marital status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Negotiation Site, nor must Developers establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Negotiation Site.

20. **CONSTRUCTION.** This Agreement must be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction

against the Party preparing this Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the subject matter and

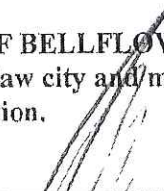
21. contains the entire understanding between the Parties with respect thereto. This Agreement is the result of negotiations between the Parties who are each represented an attorney. This Agreement must be interpreted as though it was jointly drafted by the Parties, and it must not be construed against a Party based upon the Party that drafted any particular section, phrase or word of the Agreement.

22. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. Any such amendment must be approved by City Council.

23. **COUNTERPARTS.** This Agreement 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.

24. **FORCE MAJEURE.** Performance by either Party (who is not otherwise in uncured default) must not be deemed to be in default and the Term must be extended where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, supernatural causes acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions on priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other Party, or any other causes beyond the reasonable control or without fault of the Party claiming extension of time to perform. Notwithstanding the foregoing, inability to secure satisfactory financing or market and economic conditions must not entitle Developers to an extension of time to perform. An extension of time for any such cause must be for the period of the enforced delay and must commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within twenty (20) days of knowledge of the commencement of the cause.

CITY OF BELLFLOWER, a
general law city and municipal
corporation.

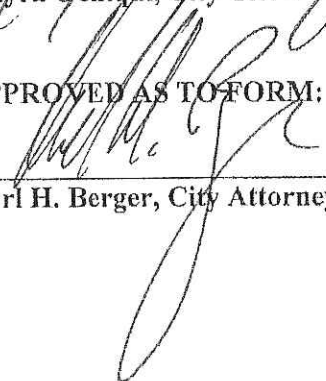
By: 
Jeffrey L. Stewart, City
Manager

Date: 4/7/16

Attest:


Mayra Ochiuti, City Clerk

APPROVED AS TO FORM:

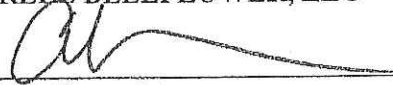

Karl H. Berger, City Attorney

GARDENING AT NIGHT, LLC

By: _____
Martin D. Howard

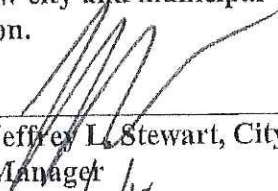
Its: _____

PRELL BELLFLOWER, LLC

By: 
Coby Sonenshine

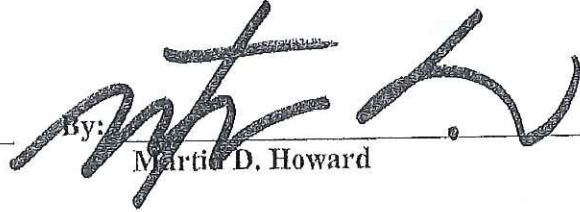
Its: MANAGING MEMBER

CITY OF BELLFLOWER, a
general law city and municipal
corporation.

By: 
Jeffrey L. Stewart, City
Manager

Date: 4/9/19

GARDENING AT NIGHT, LLC

By: 
Martin D. Howard

Its: MANAGING MEMBER

PRELL BELLFLOWER, LLC

By: _____
Coby Sonenshine

Its: _____

Attest:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT F

September 4, 2018 Staff Report (including
attachment)



staff report

TO: Honorable Chairman and Members of the Planning Commission

ATTENTION: Elizabeth Corpuz, 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 Jacob Sonenshine (representing Prell Bellflower, LLC) for a Conditional Use Permit and Development Review; and adopt Resolution No. PC 18-11 – A Resolution approving Conditional Use Permit Case No. CU 18-06 and Development Review Case No. DR 7-18-9191 to construct a new 2,400-square foot building with two tenant spaces, one of which is a drive-through facility, within the Design for Development for the South Bellflower Commercial Area (DFD) on property located at 17404 Bellflower Boulevard.

DATE: September 4, 2018

RECOMMENDATION

1. Continue the public hearing to the October 1, 2018, Planning Commission Meeting; 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 August 23, 2018. Public hearing notices were sent on August 21, 2018 to 15 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. Two public hearing notices were also posted on the subject site on August 22, 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 Categorical Exempt (Class 3, Section 15303) from the provisions of CEQA because the project involves new construction less than 10,000 square feet.

BACKGROUND

On July 12, 2018, an application was submitted for a Conditional Use Permit (CUP) and Development Review (DR) to construct a new 2,400-square foot building with two tenant spaces, one of which has a drive-through facility in the DFD area. On August 27, 2018, the Applicant requested to continue the public hearing to a date certain in order to make revisions to the plans. Staff recommends that the Planning Commission continue the public hearing to October 1, 2018.

ATTACHMENT

PRELL

BELLFLOWER

GROUP, LLC 3720 S. SUSAN ST., STE 120, SANTA ANA CA 92704 PHONE 714.868.7000 FAX
714.868.7011

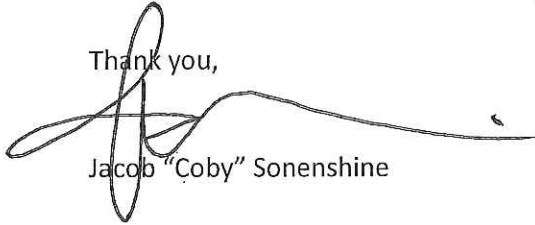
August 28, 2018

Kathryn Brun
Assistant Planner
City of Bellflower
City Hall
16600 Civic Center Drive
Bellflower, CA 90706

Dear Ms. Brun,

Per our discussion, we would like to request that the hearing for the CUP application for 17404 Bellflower Blvd. be continued from September 4, 2018 to October 1, 2018.

Thank you,

A handwritten signature in black ink, appearing to read 'Jacob Coby Sonenshine', with a long horizontal flourish extending to the right.

Jacob "Coby" Sonenshine

ATTACHMENT G

Project Documents Submitted by Applicant

Bird's Eye View from Northwest Corner



Bird's Eye View from Southwest Corner



Eye Level View from Northwest Corner



Eye Level View from Southwest Corner

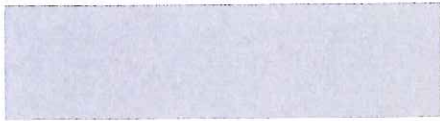


Eye Level View from Southeast Corner

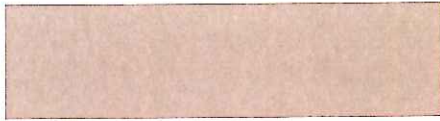


Eye Level View from Northeast Corner

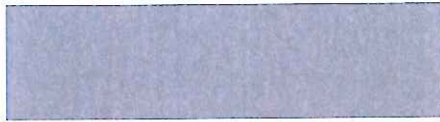




P-3
Sherwin Williams
"Passive" - SW 7064



P-5
Sherwin Williams
"Bittersweet Stem" - SW 7536



P-6
Sherwin Williams
"Morning Fog" - SW 6255



P-7
Matthews Paint
"Dark Slate" - MP 10269



P-8
Sherwin Williams
"Jute Brown" - SW 6096



P-11
Sherwin Williams
"French Toast" - SW 6069



SF-1
Matthews Paint - Factory Finished
(Special Finish: Charcoal)
"Dark Slate" - MP 10269



SF-3
Matthews Paint
"DD Orange" - MP 797700 - R161426

SF-4
Sherwin Williams
"Extra White" - SW 7006



BR-1
Eddicott Brick
"Thin Brick" - Maganese Ironspot



PP-3
(Fiber Cement Board Siding)
Nichiha - Vintage Wood
"Cedar" - AW 3030

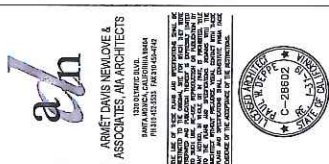
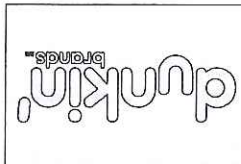


STF-1
Kawneer
"Clear Anodized Aluminum"



AW-02
Aluminum Powder Coated
"Dark Bronze"

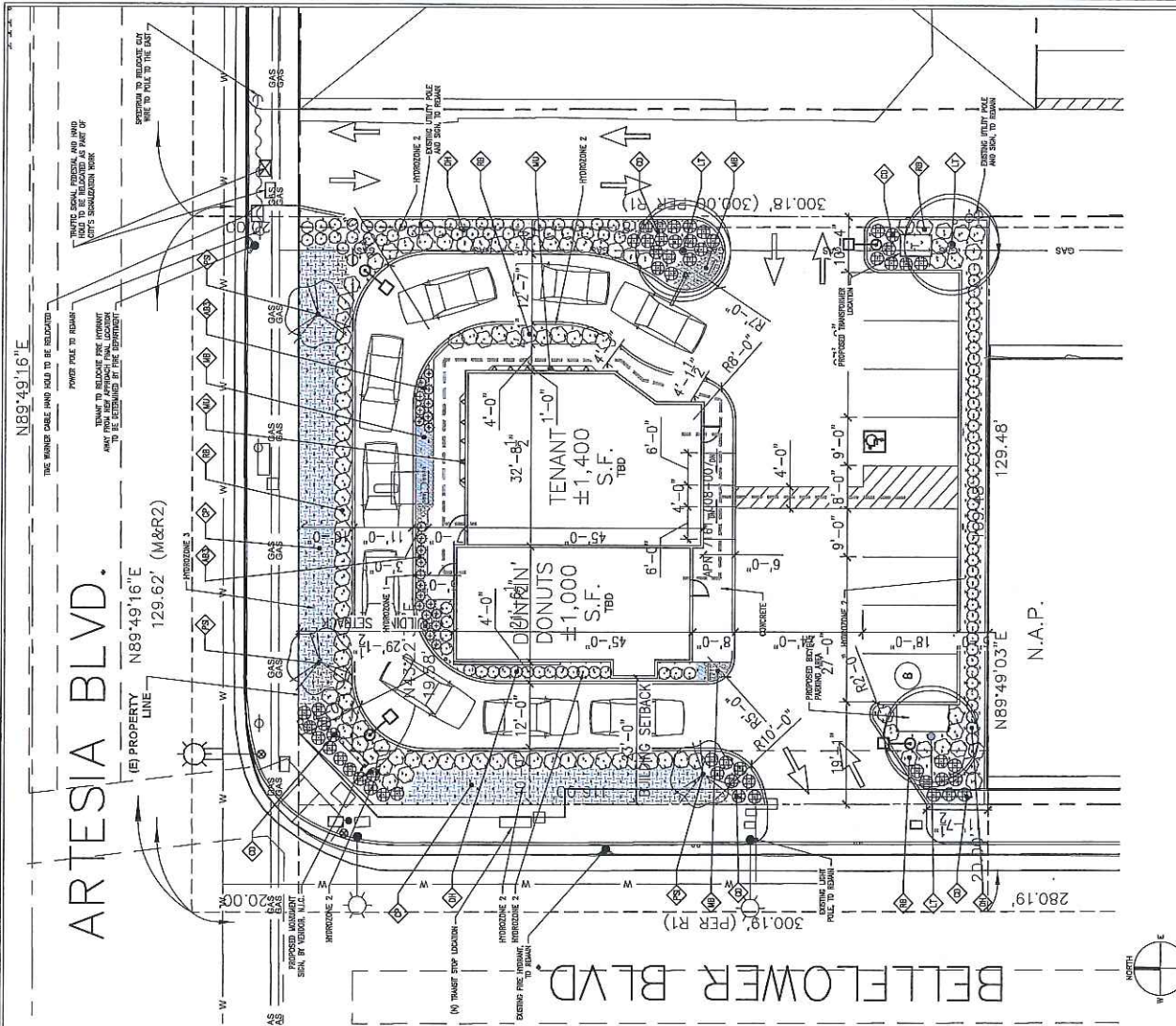




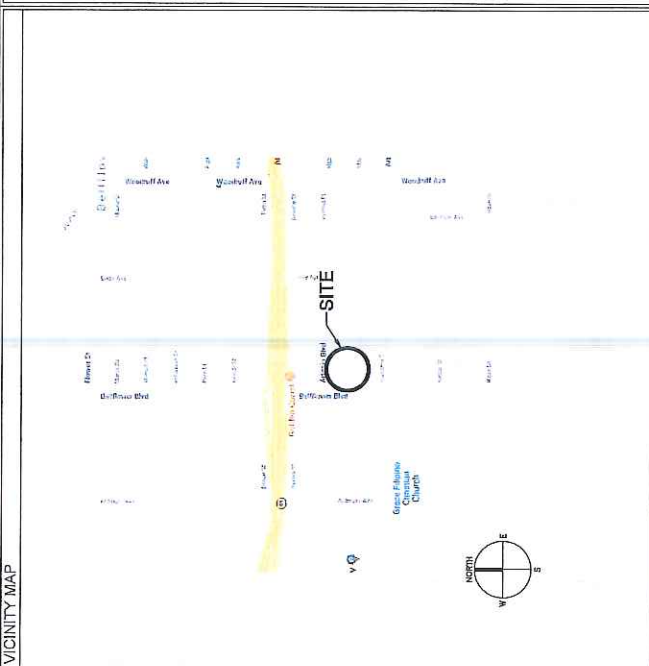
NO	DESCRIPTION	DATE
1	CONCEPTUAL LANDSCAPE PLAN	7/11/18
SCALE	NOTED	
DATE	7/11/18	
DRAWN	KS	
CHECKED	PD	
SHEET REVISIONS		
NO	DESCRIPTION	DATE

DD NEXT GEN
 17404 BELFLOWER BLVD
 BELFLOWER, CA 90706
 CONCEPTUAL LANDSCAPE PLAN
 PC #

CLP1.0



1. CONCEPTUAL LANDSCAPE PLAN
 1" = 16'-0" NOTE



PLANT SCHEDULE & HYDROZONES

PLANT SCHEDULE	IRYDRAZONES	SPERM NAME	SOIL	SCALE	PLANT FACTOR	BDZ
UT	Leguminosae	Medicago lupulina	2" Top Soil	4" x 4" x 4" Box	Moisture	4
PSI	Primula	Primula veris	2" Top Soil	4" x 4" x 4" Box	Moisture	3
AB3	Asplenium	Asplenium nidus	5 gal	5 gal	Low	
CD	Calluna	Calluna vulgaris	5 gal	5 gal	Moisture	
DH	Dianthus	Dianthus barbatus	5 gal	5 gal	Moisture	
RE	Rosa	Rosa rugosa	5 gal	5 gal	Moisture	
MB	Myrica	Myrica pennsylvanica	5 gal	5 gal	Moisture	
CP	Carex	Carex pensilvanica	1 gal	1 gal	Moisture	
YV	Yucca	Yucca filamentosa	5 gal	5 gal	Low	

HYDROZONE TABLE

HYDROZONE	ZONE OR NAME	IRIGATION METHOD	AREA (S.F.)	% OF L.S. AREA
1	LOW - PLANTERS	DRIP EMITTERS	115	5%
2	MIDDLE	DRIP EMITTERS	2,200	71%
3	HIGH	DRIP EMITTERS	777	24%
TOTAL LANDSCAPE AREA				3,222

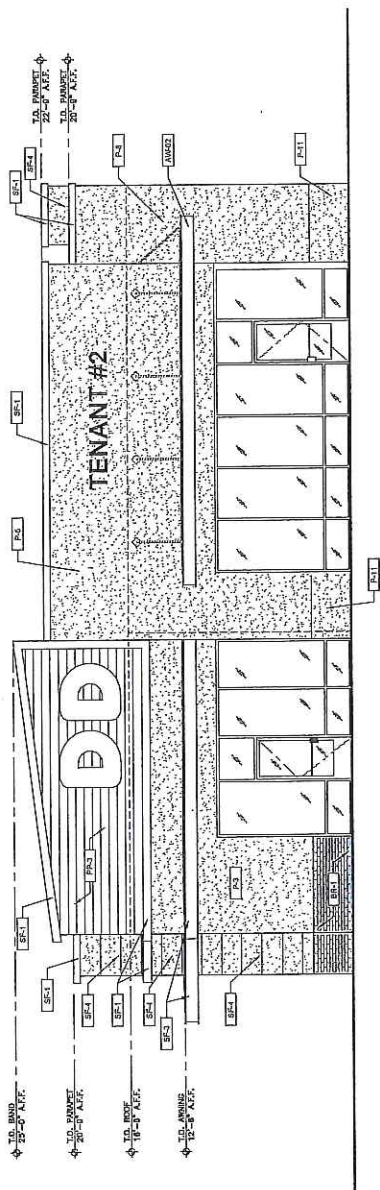
NOTES:
 1. ALL PLANTINGS SHALL BE INSTALLED AT THE TIME OF CONSTRUCTION.
 2. ALL PLANTINGS SHALL BE INSTALLED AT THE TIME OF CONSTRUCTION.
 3. IRRIGATION SYSTEMS SHALL BE INSTALLED AT ALL LANDSCAPE AREAS.



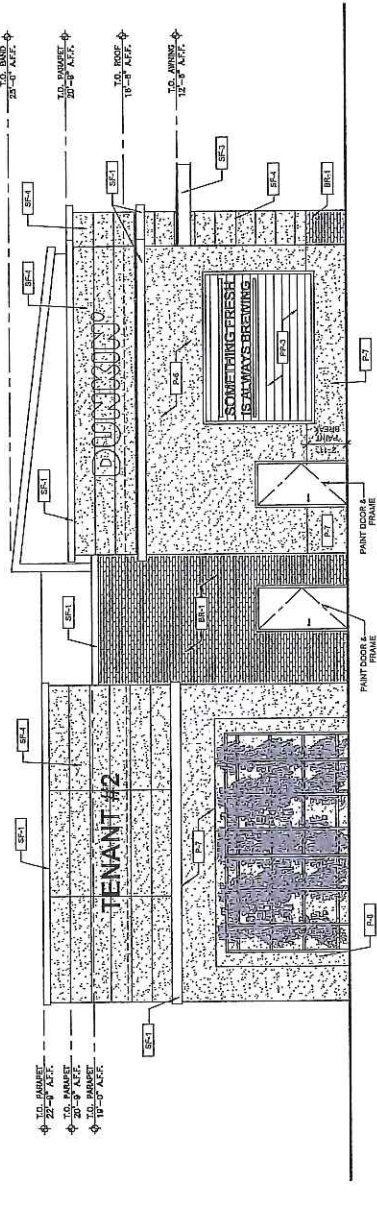
DATE	7/19/19
SCALE	1/4" = 1'-0"
DRAWN	RC
CHECKED	PD
SHEET REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT

DUNKIN' DONUTS NEXT GEN
BELLFLOWER, CA
PC #

A5.0



1 SOUTH ELEVATION



2 NORTH ELEVATION

FINISH SCHEDULE

CODE	MATERIAL	MANUFACTURE	PRODUCT NO.	DESCRIPTION / REMARKS
BR-1	MODULAR THIN BRICK & CORNER	EDGECOTT BRICK	THIN BRICK 24" X 4" X 8"	COLOR: MANGANESE IRONSPOT TEXTURE: SMOOTH MORTAR: MAPLE ULTRAFLEX LFT -10 BLACK
PP-3	FIBER CEMENT BOARD SINGS	INCORRA	WITCASE WOOD AMP 3500	COLOR: CEDAR TEXTURE: PLANK DIMENSION: 17 1/2" X 11 1/4" X 1/2" INSTALL PER MANUF. REQUIREMENTS
P-3	PAINT	SHERWIN WILLIAMS	SW 7054 "PASSIVE MORNINGS"	FINISH: SATIN
P-5	PAINT	SHERWIN WILLIAMS	SW 7538 "BITTERSWEET STEW"	FINISH: SATIN
P-6	PAINT	SHERWIN WILLIAMS	SW 6555 "MORNING FOG"	FINISH: SATIN
P-7	PAINT	MATTHEWS PAINT	MP 10288 DARK SLATE	FINISH: SATIN

FINISH	DESCRIPTION	MANUFACTURE	PRODUCT NO.	DESCRIPTION / REMARKS
P-8	PAINT	SHERWIN WILLIAMS	SW 6555 "FRENCH TONAS"	FINISH: SATIN
P-9	PAINT	SHERWIN WILLIAMS	SW 6555 "FRENCH TONAS"	FINISH: SATIN
SF-1	SPECIAL FINISH	MATTHEWS PAINT	COLOR: MP 10288 DARK SLATE FINISH: LUS SATIN V2.0	MAP ULTRA LOW V.G.C.
SF-3	SPECIAL FINISH (20 GRANS)	MATTHEWS PAINT	COLOR: MP 70700 R161408 FINISH: LUS SATIN V1.0 OVER MISSISSIPPI WHITE BASECOAT	MAP ULTRA LOW V.G.C.
SF-4	SPECIAL FINISH (WHITE)	SHERWIN WILLIAMS	SW 7055 "EXTRA WHITE"	FINISH: SATIN
SF-1	STORE FRONT SYSTEM	KAWNEER		CLEAR ANODIZED ALUMINUM
AW-02	ANNING	BY G.C.		DARK BRONZE

