AGENDA

REGULAR MEETING OF THE BELL PLANNING COMMISSION

Wednesday, November 1, 2023, at 7:00 p.m.

Location: Bell Community Center, 6250 Pine Avenue, Bell CA 90201

MEETING WILL BE HELD IN-PERSON AT THE BELL COMMUNITY CENTER

PUBLIC COMMENT: If you wish to make a comment on items listed on the agenda and non-agenda items, you may attend the meeting in-person at Bell Community Center. Please complete a Request to Speak Card available in the location and wait until the chair calls you to approach the podium. Please clearly state your name and address and proceed to make your comments.

You may also submit input electronically through a temporary public comment email established for City of Bell City Council meetings at cityclerk@cityofbell.org. Your written comment must be submitted by 4pm on Wednesday, June 7, 2023. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

The meeting will be recorded and live streamed on the City's website at http://www.cityofbell.org/?NavID=101

1. **Call to Order:**

2. **Roll Call of the Planning Commission:**

   Commissioner Rodrigo Rodarte
   Commissioner Ali Sleiman
   Commissioner Jessica Vallejo
   Vice-Chair Rihan Bedier
   Chair Luis Mesa

3. **Pledge of Allegiance**

4. **Communications from the Public:**

This is the time for members of the public to address the Planning Commission on matters that are listed on the agenda and non-agenda items that are under the subject matter jurisdiction of the Planning Commission. (Each speaker is limited to 3 minutes)

5. **Presentation(s):**

   None

6. Public Hearing(s):

a. General Plan Amendment, Zone Change, Tentative Parcel Map, Site Plan Review, Conditional Use Permit, & Density Bonus (GPA 2022-02, ZC 2022-01, TPM No. 83748, SPR 2022-15, and CUP 2022-04).

Recommendation: *It is recommended that the Bell Planning Commission Continue the Public Hearing*

b. Development Agreement (DA 2023-01) - Conversion of an existing printed (static) billboard into a digital billboard at 6717 Atlantic Avenue, in the C3 (Heavy Commercial) zone

Recommendation: *It is recommended that the Bell Planning Commission read by title only, waive further reading and adopt Resolution No. 2023-07PC (Attachment A), recommending the following actions to the City Council:*

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-01).

c. Development Agreement (DA 2023-02) - Conversion of an existing printed (static) billboard into a digital billboard at 5143 Gage Avenue, in the C3R (General Commercial & residential) zone.

Recommendation: *It is recommended that the Bell Planning Commission read by title only, waive further reading and adopt Resolution No. 2023-08PC (Attachment A), recommending the following actions to the City Council:*

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-02).

d. Development Agreement (DA 2023-03) - Conversion of an existing printed (static) billboard into a digital billboard at 4825 Florence Avenue, in the C3R (General Commercial & Residential) zone.

Recommendation: *It is recommended that the Bell Planning Commission read by title only, waive further reading and adopt Resolution No. 2023-09PC (Attachment A), recommending the following actions to the City Council:*

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-03).

e. Development Agreement (DA 2023-04) - Conversion of an existing printed (static) billboard into a digital billboard at 4612 Gage Avenue, in the C3R (General Commercial & Residential) zone.

Recommendation: *It is recommended that the Bell Planning Commission read by title only, waive further reading and adopt Resolution No. 2023-10PC (Attachment A), recommending the following actions to the City Council:*

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-04).

7. Regular Session:

a. Approval of the minutes for the Planning Commission Meeting of October 4, 2023.

Recommendation: *It is recommended that the Planning Commission approve the minutes for the October 4, 2023 meeting.*

b. Annual Reorganization – Election of Chair and Vice Chair

Recommendation: It is recommended that the Planning Commission elect a Chair and Vice-Chair.

8. Planning Commissioner Announcements; Request for Future Agenda Items; Conference/Meeting Reports:

9. Community Development Director's Comments:

10. City Attorney Comments:

11. Adjournment: *The next Regular Planning Commission Meeting is scheduled for Wednesday, December 6, 2023 at 7pm.*

ADA Compliance Statement

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Community Development Department at (323) 588-6211, Ext. 2615, at least 48 hours prior to the scheduled meeting in order for the City to make reasonable arrangements to ensure accessibility to this meeting.

I, Marisa Craft, Planning Commission Secretary, certify that a true, accurate copy of the foregoing agenda was posted on October 27, 2023 at least seventy two (72) hours prior to the meeting as required by law.

Marisa Craft

Marisa Craft, Planning Commission Secretary

TO BE CONTINUED

AGENDA ITEM NO. 6A

6. Public Hearing

   a. General Plan Amendment, Zone Change, Tentative Parcel Map, Site Plan Review, Conditional Use Permit, & Density Bonus (GPA 2022-02, ZC 2022-01, TPM No. 83748, SPR 2022-15, and CUP 2022-04).

AGENDA ITEM 6B

City of Bell
Planning Commission
Agenda Report

DATE: November 1, 2023

TO: Honorable Chair and Planning Commission Members

FROM: Manuel Acosta, Director of Community Development

PREPARED BY: Dennis Banks, Contract Planner, Banks Consulting

SUBJECT: Development Agreement (DA 2023-01) - Conversion of an existing printed (static) billboard into a digital billboard at 6717 Atlantic Avenue, in the C3 (Heavy Commercial) zone.

RECOMMENDATION:

Staff recommends that the Bell Planning Commission adopt Resolution No. 2023-07PC (Attachment A), recommending the following actions to the City Council:

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-01).

BACKGROUND:

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

A development agreement negotiation began between Clear Channel Outdoor, LLC (CCO) and the City of Bell to discuss replacing existing static billboards with digital billboards and removing other static billboards throughout the city. On January 25, 2023, the City Council adopted Ordinance No. 1278 to define and establish regulations and standards that would permit digital billboards to operate in the Manufacturing (M) zoning districts of the city. However, there are a number of existing billboard structures within the Commercial Manufacturing (CM), Heavy Commercial (C3), and General Commercial and Residential (C-3R) zoning districts, which the Zoning Code does not contain provisions; therefore, an Ordinance amendment is necessary and a development agreement is required to allow a digital billboard in these areas.

On May 30, 2023, an outline of a development agreement proposal was prepared and submitted by CCO that serves as the basis for each development agreement that would permit

the conversion of existing billboards to a digital version with an LED screen. In addition to discussing the conversion of some existing static billboards into digital street signs, other items were covered in the outline such as the design of the billboard signs and structures, the location of the digital billboards, the removal or relocation of existing billboards, the advertising content restrictions and the public safety messages, the term of the development agreements, and the repair and maintenance of the billboards.

On October 25 2023, the Bell City Council held on first reading, Zone Text Amendment No. 2023-04, amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code to refine regulations for digital billboards. The ZTA is necessary to allow the digital billboards within the C3, CM, and C3R zoning districts and will specifically allow for the conversion of an existing static billboard on property located at 6717 Atlantic Avenue, subject to the Development Agreement (DA 2023-01) terms.

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

ANALYSIS:

The outdoor advertising company, Clear Channel Outdoors, LLC proposes to convert one side (facing south) of an existing 2-sided billboard, at 6717 Atlantic Avenue, from a static (print) advertising panel to a digital panel and, maintain the other side (facing north) as an existing static panel for print advertising. The existing billboard is a 39-foot-tall structure located entirely on the private property at 6717 Atlantic Avenue. It does not extend over the public right-of-way and it does not extend onto the adjacent private property located at 6711 Atlantic Avenue. The proposed project will convert the existing static panel, which is 25 feet (wide) x 12 feet (tall) and has a sign area of 300 square feet, into a digital display board that will be the same size.

A required action under ZTA 2023-04 (pending adoption) is to reduce the amount of signage in the City by removing certain billboards. The ZTA states “the billboard owner or operator must remove, at minimum, two times the amount of signage area (square feet) as that of the proposed digital sign” in order to convert a billboard into a digital billboard. As a part of this project, six other printed billboards with two panels each at 3822 East Florence Avenue, 4644 East Florence Avenue, 4676 East Gage Avenue and 4823 East Gage Avenue will be taken down. These billboards have a combined square footage of 1,800 square feet.

The proposed billboard conversion is part of a larger project proposed by Clear Channel that will convert six (6) static panels to digital panels, while at the same time remove the equivalent of twelve (12) static panels, including the six panels proposed for conversion, throughout the city.

City staff finds that the proposed billboard conversion at the subject site complies with the development standards of the Zoning Code. Zone Text Amendment 2023-04 establishes several development standards that an applicant must meet in order to convert a print billboard to digital. The development standards discuss issues such as overall height, billboard size, and operation. The standards also cover the clearance distance between the finished grade level and the nearest section of the sign structure. The standards also cover the minimum distance a

billboard must be from a residentially zoned property. The proposed conversion at 6717 Atlantic Ave. satisfies all of the criteria. The digital billboard will comply with Caltrans requirements for size, height, and operation. All utilities for the digital billboard will be underground. The proposed digital billboard will have only one digital display surface in a vertical plane. The size of the new digital billboard is 300 square feet, which is the same size as the existing static panel. The height of the billboard will remain at 39 feet, under the height limit of 40 feet. While the digital billboard will not project over a driveway, driving aisle, or pedestrian walkway, it will have a minimum clearance of 25 feet between the lowest point of the structure and finished grade level. The digital billboard structure will be painted black and free of any visible bracing, angle iron, guy wires, or any other supporting elements. Lastly, the digital billboard is at least 50 feet from the nearest residential zone. Based on the information provided by the applicant and later independently confirmed, city staff believes the project would permit the limited use of digital billboards in appropriate locations within the city in a controlled manner.

General Plan

The proposed project conforms with the Bell General Plan as it will provide for enhanced advertising opportunities for local businesses, increase revenue for property owners, and increase sales tax revenues to the City. It will also help eliminate blight through the removal and replacement of older signs and the construction of new state-of-the-art digital signs. An additional benefit of the converted digital signage is that, if needed, the digital billboards could be used for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. Therefore, the proposed billboard conversion satisfies the following Land Use and Sustainability Element objectives set forth in the General Plan 2030, established in 2018:

1) That the parties have complied with the California Environmental Quality Act.

2) To promote quality design in new and rehabilitated development throughout the city.

3) To promote sustainability in the planning, design, and construction of new and rehabilitated development throughout the city.

4) To ensure that the future needs for infrastructure and public services are addressed.

5) To ensure a strong industrial and commercial tax base to finance public improvements and services.

Site Conditions

The proposed billboard conversion will not be a detriment to the community. The digital billboard will not produce any light or glare that will be blinding or distracting to nearby residents, businesses, pedestrians, or motorists. The illumination produced by the digital sign at night will be within the limits allowed by the BMC. The digital billboard does not extend over the sidewalk or a driving lane so it is not anticipated that it will create safety concerns regarding the use of the nearby public right of way. The digital billboard will not produce any waste or noxious gases that would be offensive or unhealthy for the general public. The digital billboard is completely situated on private property and it is more than 200 feet from the intersection of Atlantic Avenue and Bell Avenue, therefore, it is not anticipated to create any circulation problems for pedestrians or motorists. Based on this information staff has determined the proposed digital billboard will not be a detriment to the community and recommend approval of this application.

ENVIRONMENTAL ANALYSIS:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is exempt from CEQA under Categorical Exemption Class 1, Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures, specifically a dual faced static billboard being converted to a billboard with a digital display, and the project involves negligible or no expansion of use. In addition, the proposed replacement of an existing off-premises dual-faced static sign with a new off-premises digital display face will not create any potential significant impacts on the surrounding environment. Therefore, this project is not subject to any further environmental review. To ensure that the conversion to digital billboards will not create any potentially significant impacts on the surrounding area, staff recommends a condition of approval requiring the applicant to submit photometric plans prepared by licensed professional for staff review and approval prior to the issuance of building permits.

CONCLUSION:

Clear Channel Outdoors, LLC has proposed entering into a Development Agreement with the City of Bell. The agreement permits the conversion of an existing two-sided static (print) billboard into a billboard that has one side with a static display and the other side with a converted digital billboard. This billboard conversion would be a part of a larger project that would convert six (6) static billboards into digital billboards throughout the city. The proposed billboard complies with all of the development standards that have been established for a digital billboard conversion. The proposed digital billboard is in compliance and satisfies several objectives of the General Plan. After analysis of the billboard and its location, staff has determined that the proposed conversion will not be a detriment to the surrounding community. Therefore, staff recommends approval of the development agreement to permit the conversion of a static billboard into a digital billboard at 6717 Atlantic Avenue.

ATTACHMENTS:

A. Resolution No. 2023-07PC & Draft Ordinance

RESOLUTION NO. 2023-07PC

A RESOLUTION OF THE CITY OF BELL PLANNING COMMISSION RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-01) BETWEEN THE CITY OF BELL AND CLEAR CHANNEL OUTDOORS, LLC FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 6717 ATLANTIC AVENUE.

WHEREAS, the City recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution and by Art. 1, Sec. 2, of the Constitution of the State of California and that its regulation of signs must be consistent with these protections; and

WHEREAS, an excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists, and this condition adversely effects the public safety by creating a potential traffic hazard; and

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance. The regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular *World Wide Rush, LLC v. City of Los Angeles, 606 F.3d 676 (9th Cir. 2010); Foti v. City of Menlo Park, 146 F.3d 629 (9th Cir. 1998)*; and

WHEREAS, the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards; and

WHEREAS, digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have a significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions; and

WHEREAS, the proposed Development Agreement will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City; and

WHEREAS, the proposed Development Agreement will allow for the use of digital billboards in a controlled and planned manner in complete accordance within the limits of ZTA No. 2023-04; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

A. The proposed Development Agreement (heretofore referred to as "the Agreement") to adopt an Ordinance (attached hereto as Exhibit A) is consistent with the goals and policies of the City's General Plan and is consistent with those provisions of the Zoning Code, as amended. Such General Plan goals and policies include, but are not limited to the following:

Land Use and Sustainability Element Policy 1. The City of Bell shall promote development and land uses that are consistent with the General Plan that will address the current and future need of all of the residential and business sectors. The City shall ensure that future land uses will be in compliance with current zoning codes. The City's Zoning Code and map shall also be updated to ensure conformity with the General Plan.

Land Use and Sustainability Element Policy 5. The City of Bell shall encourage a high level of quality in construction and site design features. The City shall create and implement specific design guidelines to promote higher quality in construction.

Land Use and Sustainability Element Policy 19. The City of Bell shall actively solicit and facilitate development that will benefit the City in terms of quality design, employment, and revenue. As part of this process, the City shall oversee the preparation of a feasibility analysis and/or study.

B. The proposed Agreement is consistent with State law.

C. The proposed Agreement serves the public health, safety, and welfare of the residents and businesses within the City to regulate land use within the City.

D. CEQA Findings. The Planning Commission's act of recommending this Agreement is based on the premise that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have any significant impact on the environment.

SECTION 3. On the basis of these findings, the Planning Commission hereby recommends City Council adoption of an Ordinance for approval of Development Agreement (DA 2023-01) and agree to the terms in the contract between the City of Bell and Clear Channel Outdoors, LLC, for the project at 6717 Atlantic Avenue.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Bell, California, this 1st day of November, 2023.

_____
Luis Mesa, Chair

APPROVED AS TO FORM:

_____
Christy Marie Lopez, Deputy City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Secretary to the Planning Commission of the City of Bell, hereby attest to and certify that the foregoing ordinance is the original ordinance adopted by the Bell Planning Commission at its regular meeting held on the 1st day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante,
Planning Commission Secretary

EXHIBIT "A"

ORDINANCE NO. xxxxxxxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-01), FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 6717 ATLANTIC AVENUE.

WHEREAS, the City of Bell, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics, as they relate to signs. *Metromedia Inc. v. City of San Diego*, 453 U.S. 490 (1981).

WHEREAS, the City Council of the City of Bell recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution, and by Art. 1, Sec. 2, of the Constitution of the State of California, and that its regulation of signs must be consistent with these protections.

WHEREAS, the City Council makes the following findings.

1. An excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists and this condition adversely effects public safety by creating a potential traffic hazard.

2. Excessive and poorly designed billboards are confusing and reduce the effectiveness of all signs.

3. Billboards provide important information to the public for a variety of purposes.

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance and the regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular. *World Wide Rush, LLC v. City of Los Angeles*, 606 F.3d 676 (9th Cir. 2010); *Foti v. City of Menlo Park*, 146 F.3d 629 (9th Cir. 1998).

WHEREAS, the City Council finds that the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards.

WHEREAS, the City Council finds that digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions.

WHEREAS, the City Council finds that adoption of this Ordinance will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City.

WHEREAS, the City Council finds that adoption of this Ordinance will allow for the use of digital billboards in a controlled and planned manner in compliance with Zone Text Amendment 2023-04 and the City of Bell Municipal Code.

WHEREAS, at the Planning Commission regular meeting of November 1, 2023, the Planning Commission held a public hearing to receive testimony and other evidence regarding the proposed Development Agreement (DA 2023-01), including without limitation, information provided to the Planning Commission by City staff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Development Agreement between the City of Bell and Clear Channel Outdoors, LLC per the terms of the contract. The Development Agreement (DA 2023-01) shall comply with all of the definitions, development standards, and regulations set forth in Zone Text Amendment 2023-04.

1. Review Procedures.

    a. A Development Agreement shall be reviewed by the planning commission at a duly noticed public hearing, pursuant to the procedures set forth in Section 17.96.110 of the BMC. The planning commission shall review the Agreement and make a recommendation to city council whether the proposed digital billboard meets the required findings set forth in subsection (c) below.

    b. The city council shall conduct a duly noticed public hearing following the planning commission recommendation to consider approval of the Agreement. The hearing before the city council shall be noticed in accordance with Section 17.96.110 of the BMC, and may be continued from time to time. In order to approve a digital billboard Agreement, the city council shall make all of the findings contained in subsection (F)(2)(c) below. Agreements shall be approved by ordinance.

    c. Findings for approval of an Agreement. The city council shall approve the Agreement if it finds the following:

        1. The proposed Agreement is consistent with the goals, objectives, purposes and provisions of the General Plan, the Municipal Code, and any applicable specific plans:
        2. The proposed installation site is compatible with the uses

and structures on the site and in the surrounding area;

3. The proposed digital billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility;
4. The proposed digital billboard would not interfere with on-site parking or landscaping required by city ordinance or permit;
5. The proposed digital billboard would not otherwise result in a threat to the general health, safety, and welfare of city residents; and
6. The proposed digital billboard, in addition to its aesthetic treatment, provides substantial public benefits that would not otherwise accrue to the public in the absence of its installation.

SECTION 3. This ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have a significant impact on the environment.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Agreement, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code section 36937. The City Clerk shall cause a summary of this ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

SECTION 6. Effective Date. This Ordinance shall go into effect on the 31st day after its passage. PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

_____
Fidencio Gallardo, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Development Agreement is the original Development Agreement adopted by the Bell City Council at its regular meeting held on the ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angela Bustamante, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF BELL
6330 Pine Avenue
Bell, California 90201

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

DEVELOPMENT AGREEMENT NO. 2023-01

This Development Agreement (hereinafter "Agreement") is entered into by and between THE CITY OF BELL, a California charter city incorporated under the laws of the State of California (hereinafter "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864, *et seq*., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 6717 Atlantic in the City, Assessor Parcel Number 6325-022-404 as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted single-faced 12' x 25' outdoor advertising sign with printed display face and seeks to relocate such sign in place as a single-faced 12' x 25' outdoor advertising sign with a digital display face, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the single-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. The City has determined that the Project contemplated herein complies with the Bell Zoning Ordinance found in Chapter 17.84 of the Bell Municipal Code ("BMC") and will provide public benefits, including, among other things, a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5 and incorporated by reference in Section 17.84.064 of the BMC.

DRAFT

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

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.5 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Pay to the City a one-time Processing Fee, as defined and provided in Section 2.5.2 below, for the cost to the City to provide additional economic development funds to ameliorate the impact of the installation of the New Digital Billboard for each structure; and

3. Provide advertising space free of charge to City on a space available basis as further described below.

4. Reimburse City costs of making this Agreement.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On _____, 2023, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and Code Sections 18.58.018 and 18.58.055, as well as other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On _____ 2023, the City Council held the second reading of Ordinance No.__, thereby approving this Agreement.

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

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

DRAFT

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Site Lease" means the lease agreement by and between Developer and _____, ("Owner"), the owner of the Site.

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

1.1.3 "City" means the City of Bell, a California charter city.

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

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

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is last to occur of the following: (i) the Agreement is signed by both the Developer and City, (ii) the Agreement is approved by Ordinance No. ____ and effective, and not subject to referendum, (iii) all conditions precedent to its effectiveness have been satisfied, or (iv) after expiration of all applicable appeal periods.

1.1.8 "Land Use Regulations" means the Zoning Ordinance and rules, regulations and official policies of City which govern development and use of the Site, including construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement. .

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

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

1.1.11 "Project" means the complete removal of the existing printed display face(s) and the installation of new digital display faces on the existing structure.

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

1.1.13 "Site" means _[*need to establish definition and that it's a legal parcel*]_____.

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

1.1.15 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City for repair, maintenance, operation, or other work to be performed by Developer that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals, but enhancement modification or other change requires approval.

1.1.16 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.1.17 "Anniversary Date" shall mean the date that is twelve (12) months following the Effective Date, and every twelve (12) months thereafter.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Digital Billboard), Exhibit "C" (Removed Sign), Exhibit "D" (Scope of Development) , and Exhibit "E" (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; or (ii) to impose any obligation whatsoever on the Owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a leasehold interest in the Site [and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*]. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except (i) as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein, (ii) to make all payments up until the date of actual termination, and (iii) to honor all indemnity obligations herein.

2.3 Transfer. Except as set forth herein, neither Party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (i) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (ii) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (i) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational [plus one ten (10) year option which Developer may exercise by providing written notice to City at least 180 days prior to expiration subject to (i) Owner lease term and (ii) Section 2.4.1] or (ii) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. Notwithstanding the above, if Developer is: (i) unable to maintain for reasons beyond Developer's control any necessary permit for the erection, use, and/or maintenance of the digital face(s), (ii) the use of the digital face(s) is prevented or restricted by law, or (iii) if, by some cause beyond Developer's control, the operation of the Digital Billboard becomes impossible, then Developer shall have the right to terminate the Agreement and remove the Digital Billboard at Developer's sole expense. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the BMC as to any non-conformity as applied to the Site.

2.4.1 Precondition to Extension. The extension of term as provided herein shall require as a precondition the bringing the terms of the Agreement to market in two respects: (i) the Development Fees shall come to market as provided in Section 2.5.1(c); and (ii) the sign technology shall come to market as provided in Section 5.2.

2.5 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to the City ("Development Fee"), payable in monthly installments, with the first installment due within ten (10) business days after the digital display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within five (5) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.5.1 Development Fee Schedule. The annual Development Fee to be paid to the City:

(a) Years 1-10: Ten Thousand Dollars ($10,000.00) per digital display face on the New Digital Billboard

(b) Years 11-20: Twelve Thousand Five Hundred Dollars ($12,500.00) per digital display face on the New Digital Billboard

(c) Years 21-30, if option is exercised by Developer: City will receive the greater of (i) Fifteen Thousand Five Hundred Dollars ($15,500.00) per digital display face on the New Digital Billboard; (ii) the base of $12,500 per digital display face increased by the total CPI since the 10th Anniversary of the Effective Date; or (iii) based on a survey of similar or better signs on the Atlantic, Florence or Gage corners 3 miles in either direction, a development fee which would be in the upper 10% of the average development fee of such sign.

(d) For the option period the development fee shall increase each year by CPI.

2.5.2 One Time Processing Fee: Developer shall pay a one-time Processing Fee in the amount of Ten Thousand Dollars ($10,000.00).

2.5.3 2.5.3 One-Time Economic Development Fee: Developer shall pay a one-time Economic Development Fee in the amount of Ten Thousand Dollars ($10,000.00) per converted sign face.

2.5.4 2.5.4 If the Developer installs antenna or wireless communications equipment for cellular, wi-fi or other communication devices on the Digital Billboard, the Developer shall pay to the City Fifteen Percent (15%) of the revenue received on an annual basis and it shall be the obligation of Developer to present documentation to City verifying with calculations.. It shall be in the sole discretion of the Developer whether to decide to install any such equipment on the Digital Billboard, provided that City may make that a condition of the Term extension. This clause shall not apply to Developer's installation of any of its own proprietary equipment relating to controlling the posting and maintenance of outdoor advertising on the Digital Billboard.

2.5.5 Reimbursement of Legal and Other Expenses. Prior to the Effective Date, Developer shall reimburse City's actual and reasonable legal and consultant costs of the transaction including negotiating and preparing the Agreements but not exceeding $10,000.

2.6 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard become Operational for the purpose of determining the Commencement Date, however in no event shall this be later than One Hundred Eighty (180) Days from the Effective Date of this Agreement. Notwithstanding the preceding sentence, in the event that Developer is diligently pursuing all governmental and third party permits and/or approvals in addition to any other third-party work that need be completed in order for the New Digital Billboard to become operational (such as Southern California Edison hookups or upgrades), then the time period set forth in the preceding sentence shall be extended for another One Hundred Eighty (180) Days upon written notice to the City. Developer shall keep the City updated as to its efforts in these regards. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

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

2.7.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). This time shall be the equivalent of one "spot" with the messages between equally spread over a 24 hour day. The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.7.4, the City shall notify Developer in writing not less than twenty (20) days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.7.2 Mutual Representations and Warranties.

(a) City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

(b) Developer represents and warrants that all copy, content and materials displayed by Developer under this Agreement: (i) are owned or duly licensed by Developer and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

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

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

2.8 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana or hashish dispensaries, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop the Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations provided nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control, but shall not supersede any Land Use Regulation not specifically applicable to the Site or described in Section 3.4 below..

3.2 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (i) applicable development standards in the BMC, (ii) applicable NPDES requirements pertaining to the Project, (iii) all applicable building, fire and other uniform codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.3 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers and under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. All amendments shall require the approval of the City Council. Nothing herein shall

cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.4 Reservation of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, it is understood that this Agreement pertains only to the construction and operation of a New Digital Billboard on an approximate twenty-five (25) foot by eight (8) foot area located at the Site. and should not be construed in any other way to limit the police power of the City or to enact Subsequent Land Use Regulations. Without limiting the generality of the following, permitted Subsequent Land Use Regulations include and are not limited to:

(a) Processing fees and charges of every kind and nature imposed by the City for processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations or materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

(f) Any rules, regulations or laws similar in any manner to any of the foregoing.

(g) Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.4.3 Meet and Confer for Impacts by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to

modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. If such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.6 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine. It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except (i) such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals, (ii) fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly, (iii) fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes, (iv) fees applicable to a permit application as charged by City at the time such application is filed by Developer; (v) fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval; and (vi) any similar fees, taxes or assessments.

4. REMOVAL OF NEW DIGITAL BILLBOARD DIGITAL DISPLAY FACES.

4.1 Removal by Developer. Upon the expiration or termination of this Agreement (i.e., as described in Section 2.4), above, the Parties may either agree to enter into any Extended Terms and the parties shall execute a mutually agreeable amendment to this Agreement or if the parties do not agree to extend this Agreement, then the Developer shall, at its own cost and expense, remove the New Digital Billboard.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, the City will not have the right to remove, or to demand removal of, the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period or if the Agreement has terminated, the City may require the Developer to remove the New Digital Billboard in its

entirety together with all support structures. The City shall only have the right to demand that Developer remove the New Digital Billboard in its entirety if Developer is in material breach of this agreement past any applicable notice and cure period or if the Agreement has been terminated or expired. If the City demands that the Developer remove the New Digital Billboard in its entirety pursuant to this Section and the Developer fails to do so within sixty (60) days of receipt of a written removal demand by the City in accordance with the notice obligations of this Agreement, then the City may remove, or cause to be removed, the New Digital Billboard – but at the Developer's sole cost and expense.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. Annually, Developer shall demonstrate its good faith compliance with the terms hereof by providing a written report thereon. If the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission. The City shall provide Developer with written notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 Technological Upgrades. It is the intent of City that the New Digital Billboards be kept operational and in first class condition, and consistent with current technology. This will be a part of the annual compliance review. Comparability shall include survey of digital billboards on the Atlantic, Florence and Gage corridors, and the New Digital Billboards from a technology perspective should be in the top 10% of survey digital signs. Notwithstanding the foregoing, Developer shall not be required to actually install an upgrade more frequently than every 10 years, and may be required to do so upon term extension in Section 2.4.1.

5.3 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of a recorded easement or other property interests or, if no such interests exist, upon exercise of its police power . If an emergency repair to a public improvement or public facility on the Site is required Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain

all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (i) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (ii) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, punitive, or other) against the City other than attorneys' fees to the extent provided in Section 8.11 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 8.11 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Types of Insurance.

7.1.1 Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

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

7.2 Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

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

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

7.3.2 The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.4 Indemnification.

7.4.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be

asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.4.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.4.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

7.4.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

7.4.5 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No

testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

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

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

8.8 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. The party claiming a force majeure must give written notice within ten (10) days of the commencement of the claimed delay.

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

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

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

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

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

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

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

8.16 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other

address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Bell 6330 Pine Ave. Bell, California 90201 Attn: City Manager
To Developer:	Clear Channel Outdoor, LLC 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

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

8.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

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

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City: CITY OF BELL

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

CLEAR CHANNEL OUTDOOR, LLC,

a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

PERMANENT PROPERTY TAX NUMBER

Atlantic WS 66' N/O Bell panels 3795 & 3796
APN: 6325-022-404

The following described real property in the City of Bell County of Los Angeles State of California:

The North 60 feet of the easterly half of lot 20, block "E" of gilder & Hamilton's subdivision of the easterly portion of the bell tract, in the City of Bell, County of Los Angeles, California as per map recorded in Book 3, Page(s) 36 of Maps, in the Office of the County Recorder of said County. The westerly line of said Lot being parallel with the westerly line of said Lot 20.
A.K.A.: 6717 Atlantic Ave., Bell, Ca 90201.

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EXHIBIT “B”

Description of New Digital Billboard

CCO will replace the existing printed display face in place as a single-faced 12’ x 25’ outdoor advertising sign with a digital display face at 6717 Atlantic Avenue.

#3796 Facing South

EXHIBIT “C”

Removed Sign

CCO will remove the existing printed single-faced 12’ x 25’ outdoor advertising sign at 4823 East Gage Avenue.

#441 Facing West

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

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

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

2. Building Fees. Developer shall pay all applicable City planning and building fees, as described in this Agreement, at the time the time the Project is submitted to the appropriate City Department.

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

(a) The existing sign structure shall be painted black prior to the Commencement Date. In addition, any existing ladders or other ancillary structures which are not required for a digital sign shall be removed prior to the Commencement Date. On-going maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

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

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after

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complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

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

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Code and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

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

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

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

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

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

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

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

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

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

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 150 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

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

(m) For each sign removal, when all existing static panels are removed as part of the required take-down, Developer shall also remove all structural elements of the sign to existing grade, including the removal and "safe-off" of the existing electrical panel.

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EXHIBIT “E”

Schedule of Performance

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6717 Atlantic Ave

South Elev. (Existing)

South Elev. (Proposed)

AGENDA ITEM 6C

City of Bell
Planning Commission
Agenda Report

DATE: November 1, 2023

TO: Honorable Chair and Planning Commission Members

FROM: Manuel Acosta, Director of Community Development

PREPARED BY: Dennis Banks, Contract Planner, Banks Consulting

SUBJECT: Development Agreement (DA 2023-02) – Conversion of an existing printed (static) billboard into a digital billboard at 5143 Gage Avenue, in the C3R (General Commercial & residential) zone.

RECOMMENDATION:

Staff recommends that the Bell Planning Commission adopt Resolution No. 2023-08PC (Attachment A), recommending the following actions to the City Council:

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-02).

BACKGROUND:

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

A development agreement negotiation began between Clear Channel Outdoor, LLC (CCO) and the City of Bell to discuss replacing existing static billboards with digital billboards and removing other static billboards throughout the city. On January 25, 2023, the City Council adopted Ordinance No. 1278 to define and establish regulations and standards that would permit digital billboards to operate in the Manufacturing (M) zoning districts of the city. However, there are a number of existing billboard structures within the Commercial Manufacturing (CM), Heavy Commercial (C3), and General Commercial and Residential (C-3R) zoning districts, which the Zoning Code does not contain provisions; therefore, an Ordinance amendment is necessary and a development agreement is required to allow digital billboards in these areas.

On May 30, 2023, an outline of a development agreement proposal was prepared and submitted by CCO that serves as the basis for each development agreement that would permit

the conversion of existing billboards to a digital version with an LED screen. In addition to discussing the conversion of some existing static billboards into digital street signs, other items were covered in the outline such as the design of the billboard signs and structures, the location of the digital billboards, the removal or relocation of existing billboards, the advertising content restrictions and the public safety messages, the term of the development agreements, and the repair and maintenance of the billboards.

On October 25, 2023, the Bell City Council held on first reading, Zone Text Amendment (ZTA) No. 2023-04, amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code to refine regulations for digital billboards. The ZTA is necessary to allow digital billboards within the C3, CM, and C3R zoning districts and will specifically allow for the conversion of an existing static billboard on property located at 5143 Gage Avenue, subject to the Development Agreement (DA 2023-02) terms.

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

ANALYSIS:

The outdoor advertising company, Clear Channel Outdoors, LLC proposes to convert an existing 1-sided billboard, at 5143 Gage Avenue, from a static (print) advertising panel to a digital panel. The existing billboard is a 40-foot-tall structure located entirely on private property at 5143 Gage Avenue. It does not extend over the public right-of-way and it does not extend onto the adjacent private property located at 5157 Gage Avenue. The proposed project will convert the existing static panel, which is 25 feet (wide) x 12 feet (tall) and has a sign area of 300 square feet, into a digital display board that will be the same size.

A required action under ZTA 2023-04 (pending adoption) is to reduce the amount of signage in the City by removing certain billboards. The ZTA states “the billboard owner or operator must remove, at minimum, two times the amount of signage area (square feet) as that of the proposed digital sign” in order to convert a billboard into a digital billboard. As a part of this project, six other printed billboards with two panels each at 3822 East Florence Avenue, 4644 East Florence Avenue, 4676 East Gage Avenue and 4823 East Gage Avenue will be taken down. These display boards have a combined area of 1,800 square feet.

The proposed billboard conversion is part of a larger project proposed by Clear Channel that will convert six (6) static print panels to digital panels, while at the same time remove the equivalent of twelve (12) static panels, including the six panels proposed for conversion, throughout the city.

City staff finds that the proposed billboard conversion at the subject site complies with the development standards of the Zoning Code. Zone Text Amendment 2023-04 establishes several development standards that an applicant must meet in order to convert a print billboard to digital. The development standards discuss issues such as overall height, billboard size, and operation. The standards also cover the clearance distance between the finished grade level and the nearest section of the sign structure. The standards also cover the minimum distance a

billboard must be from a residentially zoned property. The proposed conversion at 5143 Gage Ave. satisfies all of the criteria. The digital billboard will comply with Caltrans requirements for size, height, and operation. All utilities for the digital billboard will be underground. The proposed digital billboard will have only one digital display surface in a vertical plane. The size of the new digital billboard is 300 square feet, which is the same size as the existing static panel. The height of the billboard will remain at 40 feet, within the height limit of 40 feet. While the digital billboard will not project over a driveway, driving aisle, or pedestrian walkway, it will have a minimum clearance of 25 feet between the lowest point of the structure and finished grade level. The digital billboard structure will be painted black and free of any visible bracing, angle iron, guy wires, or any other supporting elements. Lastly, the digital billboard is at least 50 feet from the nearest residential zone. Based on the information provided by the applicant and later independently confirmed, city staff believes the project would permit the limited use of digital billboards in appropriate locations within the city in a controlled manner.

General Plan

The proposed project conforms with the Bell General Plan as it will provide for enhanced advertising opportunities for local businesses, increase revenue for property owners, and increase sales tax revenues to the City. It will also help eliminate blight through the removal and replacement of older signs and the construction of new state-of-the-art digital signs. An additional benefit of the converted digital signage is that, if needed, the digital billboards could be used for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. Therefore, the proposed billboard conversion satisfies the following Land Use and Sustainability Element objectives set forth in the General Plan 2030, established in 2018:

1) That the parties have complied with the California Environmental Quality Act.

2) To promote quality design in new and rehabilitated development throughout the city.

3) To promote sustainability in the planning, design, and construction of new and rehabilitated development throughout the city.

4) To ensure that the future needs for infrastructure and public services are addressed.

5) To ensure a strong industrial and commercial tax base to finance public improvements and services.

Site Conditions

The proposed billboard conversion will not be a detriment to the community. The digital billboard will not produce any light or glare that will be blinding or distracting to nearby residents, businesses, pedestrians, or motorists. The illumination produced by the digital sign at night will be within the limits allowed by the BMC. The digital billboard does not extend over the sidewalk or a driving lane so it is not anticipated that it will create safety concerns regarding the nearby public right of way. The digital billboard will not produce any waste or noxious gases that would be offensive or unhealthy for the general public. The digital billboard is completely situated on private property and it is more than 200 feet from the intersection of Gage Avenue and Walker Avenue, therefore, it is not anticipated to create any circulation problems for pedestrians or motorists. Based on this information staff has determined that the proposed digital billboard will not be a detriment to the community and recommend approval of this application.

ENVIRONMENTAL ANALYSIS:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is exempt from CEQA under Categorical Exemption Class 1, Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures, specifically a single-face static billboard being converted to a billboard with a digital display, and the project involves negligible or no expansion of use. In addition, the proposed replacement of an existing off-premises single-face static sign with a new off-premises single-face digital sign will not create any potential significant impacts on the surrounding environment. Therefore, this project is not subject to any further environmental review. To ensure that the conversion to digital billboards will not create any potentially significant impacts on the surrounding area, staff recommends a condition of approval requiring the applicant to submit photometric plans prepared by licensed professional for staff review and approval prior to the issuance of building permits.

CONCLUSION:

Clear Channel Outdoors, LLC has proposed entering into a Development Agreement with the City of Bell. The agreement permits the conversion of an existing one-sided static (print) billboard into a digital billboard. This billboard conversion would be a part of a larger project that would convert six (6) static billboards into digital billboards throughout the city. The proposed billboard complies with all of the development standards that have been established for a digital billboard conversion. The proposed digital billboard is in compliance and satisfies several objectives of the General Plan. After analysis of the billboard and its location in relation to the neighboring area staff has determined that the proposed conversion will not be a detriment to the surrounding community. Therefore, staff recommends approval of the development agreement to permit the conversion of a static billboard into a digital billboard at 5143 Gage Avenue.

ATTACHMENTS:

A. Resolution No. 2023-08PC & Draft Ordinance

RESOLUTION NO. 2023-08PC

A RESOLUTION OF THE CITY OF BELL PLANNING COMMISSION RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-02) BETWEEN THE CITY OF BELL AND CLEAR CHANNEL OUTDOORS, LLC FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 5143 GAGE AVENUE.

WHEREAS, the City recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution and by Art. 1, Sec. 2, of the Constitution of the State of California and that its regulation of signs must be consistent with these protections; and

WHEREAS, an excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists, and this condition adversely effects the public safety by creating a potential traffic hazard; and

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance. The regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular *World Wide Rush, LLC v. City of Los Angeles, 606 F.3d 676 (9th Cir. 2010); Foti v. City of Menlo Park, 146 F.3d 629 (9th Cir. 1998)*; and

WHEREAS, the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards; and

WHEREAS, digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have a significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions; and

WHEREAS, the proposed Development Agreement will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City; and

WHEREAS, the proposed Development Agreement will allow for the use of digital billboards in a controlled and planned manner in complete accordance within the limits of ZTA No. 2023-04; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

A. The proposed Development Agreement (heretofore referred to as "the Agreement") to adopt an Ordinance (attached hereto as Exhibit A) is consistent with the goals and policies of the City's General Plan and is consistent with those provisions of the Zoning Code, as amended. Such General Plan goals and policies include, but are not limited to the following:

Land Use and Sustainability Element Policy 1. The City of Bell shall promote development and land uses that are consistent with the General Plan that will address the current and future need of all of the residential and business sectors. The City shall ensure that future land uses will be in compliance with current zoning codes. The City's Zoning Code and map shall also be updated to ensure conformity with the General Plan.

Land Use and Sustainability Element Policy 5. The City of Bell shall encourage a high level of quality in construction and site design features. The City shall create and implement specific design guidelines to promote higher quality in construction.

Land Use and Sustainability Element Policy 19. The City of Bell shall actively solicit and facilitate development that will benefit the City in terms of quality design, employment, and revenue. As part of this process, the City shall oversee the preparation of a feasibility analysis and/or study.

B. The proposed Agreement is consistent with State law.

C. The proposed Agreement serves the public health, safety, and welfare of the residents and businesses within the City to regulate land use within the City.

D. CEQA Findings. The Planning Commission's act of recommending this Agreement is based on the premise that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have any significant impact on the environment.

SECTION 3. On the basis of these findings, the Planning Commission hereby recommends City Council adoption of an Ordinance for approval of Development Agreement (DA 2023-02) and agree to the terms in the contract between the City of Bell and Clear Channel Outdoors, LLC, for the project at 5143 Gage Avenue.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Bell, California, this 1st day of November, 2023.

_____

Luis Mesa, Chair

APPROVED AS TO FORM:

_____
Christy Marie Lopez, Deputy City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Secretary to the Planning Commission of the City of Bell, hereby attest to and certify that the foregoing ordinance is the original ordinance adopted by the Bell Planning Commission at its regular meeting held on the 1st day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante,
Planning Commission Secretary

EXHIBIT "A"

ORDINANCE NO. xxxxxxxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-02), FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 5143 GAGE AVENUE.

WHEREAS, the City of Bell, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics, as they relate to signs. *Metromedia Inc. v. City of San Diego*, 453 U.S. 490 (1981).

WHEREAS, the City Council of the City of Bell recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution, and by Art. 1, Sec. 2, of the Constitution of the State of California, and that its regulation of signs must be consistent with these protections.

WHEREAS, the City Council makes the following findings.

1. An excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists and this condition adversely effects public safety by creating a potential traffic hazard.

2. Excessive and poorly designed billboards are confusing and reduce the effectiveness of all signs.

3. Billboards provide important information to the public for a variety of purposes.

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance and the regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular. *World Wide Rush, LLC v. City of Los Angeles*, 606 F.3d 676 (9th Cir. 2010); *Foti v. City of Menlo Park*, 146 F.3d 629 (9th Cir. 1998).

WHEREAS, the City Council finds that the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards.

WHEREAS, the City Council finds that digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions.

WHEREAS, the City Council finds that adoption of this Ordinance will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City.

WHEREAS, the City Council finds that adoption of this Ordinance will allow for the use of digital billboards in a controlled and planned manner in compliance with Zone Text Amendment 2023-04 and the City of Bell Municipal Code.

WHEREAS, at the Planning Commission regular meeting of November 1, 2023, the Planning Commission held a public hearing to receive testimony and other evidence regarding the proposed Development Agreement (DA 2023-02), including without limitation, information provided to the Planning Commission by City staff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Development Agreement between the City of Bell and Clear Channel Outdoors, LLC per the terms of the contract. The Development Agreement (DA 2023-02) shall comply with all of the definitions, development standards, and regulations set forth in Zone Text Amendment 2023-04.

1. Review Procedures.

    a. A Development Agreement shall be reviewed by the planning commission at a duly noticed public hearing, pursuant to the procedures set forth in Section 17.96.110 of the BMC. The planning commission shall review the Agreement and make a recommendation to city council whether the proposed digital billboard meets the required findings set forth in subsection (c) below.

    b. The city council shall conduct a duly noticed public hearing following the planning commission recommendation to consider approval of the Agreement. The hearing before the city council shall be noticed in accordance with Section 17.96.110 of the BMC, and may be continued from time to time. In order to approve a digital billboard Agreement, the city council shall make all of the findings contained in subsection (F)(2)(c) below. Agreements shall be approved by ordinance.

    c. Findings for approval of an Agreement. The city council shall approve the Agreement if it finds the following:

        1. The proposed Agreement is consistent with the goals, objectives, purposes and provisions of the General Plan, the Municipal Code, and any applicable specific plans:
        2. The proposed installation site is compatible with the uses

and structures on the site and in the surrounding area;

3. The proposed digital billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility;
4. The proposed digital billboard would not interfere with on-site parking or landscaping required by city ordinance or permit;
5. The proposed digital billboard would not otherwise result in a threat to the general health, safety, and welfare of city residents; and
6. The proposed digital billboard, in addition to its aesthetic treatment, provides substantial public benefits that would not otherwise accrue to the public in the absence of its installation.

SECTION 3. This ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have a significant impact on the environment.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Agreement, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code section 36937. The City Clerk shall cause a summary of this ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

SECTION 6. Effective Date. This Ordinance shall go into effect on the 31st day after its passage. PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

_____
Fidencio Gallardo, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Development Agreement is the original Development Agreement adopted by the Bell City Council at its regular meeting held on the ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angela Bustamante, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF BELL
6330 Pine Avenue
Bell, California 90201

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

DEVELOPMENT AGREEMENT NO. 2023-02

This Development Agreement (hereinafter "Agreement") is entered into by and between THE CITY OF BELL, a California charter city incorporated under the laws of the State of California (hereinafter "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864, *et seq*., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 5143 Gage Avenue in the City, Assessor Parcel Number 6315-025-032 as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted single- faced 12' x 25' outdoor advertising sign with printed display face(s) and seeks to relocate such sign in place as a single-faced 12' x 25' outdoor advertising sign with a digital display face, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. The City has determined that the Project contemplated herein complies with the Bell Zoning Ordinance found in Chapter 17.84 of the Bell Municipal Code ("BMC") and will provide public benefits, including, among other things, a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5 and incorporated by reference in Section 17.84.064 of the BMC.

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

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.5 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Pay to the City a one-time Processing Fee, as defined and provided in Section 2.5.2 below, for the cost to the City to provide additional economic development funds to ameliorate the impact of the installation of the New Digital Billboard for each structure; and

3. Provide advertising space free of charge to City on a space available basis as further described below.

4. Reimburse City costs of making this Agreement.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On _____, 2023, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and Code Sections 18.58.018 and 18.58.055, as well as other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On _____ 2023, the City Council held the second reading of Ordinance No.__, thereby approving this Agreement.

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

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

DRAFT

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Site Lease" means the lease agreement by and between Developer and Balubhai Patel, ("Owner"), the owner of the Site.

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

1.1.3 "City" means the City of Bell, a California charter city.

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

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

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is last to occur of the following: (i) the Agreement is signed by both the Developer and City, (ii) the Agreement is approved by Ordinance No. ____ and effective, and not subject to referendum, (iii) all conditions precedent to its effectiveness have been satisfied, or (iv) after expiration of all applicable appeal periods.

1.1.8 "Land Use Regulations" means the Zoning Ordinance and rules, regulations and official policies of City which govern development and use of the Site, including construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement. .

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

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

1.1.11 "Project" means the complete removal of the existing printed display face(s) and the installation of new digital display faces on the existing structure.

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

1.1.13 "Site" means _[*need to establish definition and that it's a legal parcel*]_____.

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

1.1.15 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City for repair, maintenance, operation, or other work to be performed by Developer that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals, but enhancement modification or other change requires approval.

1.1.16 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.1.17 "Anniversary Date" shall mean the date that is twelve (12) months following the Effective Date, and every twelve (12) months thereafter.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Digital Billboard), Exhibit "C" (Removed Sign), Exhibit "D" (Scope of Development) , and Exhibit "E" (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; or (ii) to impose any obligation whatsoever on the Owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a leasehold interest in the Site [and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*]. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except (i) as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein, (ii) to make all payments up until the date of actual termination, and (iii) to honor all indemnity obligations herein.

2.3 Transfer. Except as set forth herein, neither Party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (i) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (ii) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (i) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational [plus one ten (10) year option which Developer may exercise by providing written notice to City at least 180 days prior to expiration subject to (i) Owner lease term and (ii) Section 2.4.1] or (ii) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. Notwithstanding the above, if Developer is: (i) unable to maintain for reasons beyond Developer's control any necessary permit for the erection, use, and/or maintenance of the digital face(s), (ii) the use of the digital face(s) is prevented or restricted by law, or (iii) if, by some cause beyond Developer's control, the operation of the Digital Billboard becomes impossible, then Developer shall have the right to terminate the Agreement and remove the Digital Billboard at Developer's sole expense. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the BMC as to any non-conformity as applied to the Site.

2.4.1 Precondition to Extension. The extension of term as provided herein shall require as a precondition the bringing the terms of the Agreement to market in two respects: (i) the Development Fees shall come to market as provided in Section 2.5.1(c); and (ii) the sign technology shall come to market as provided in Section 5.2.

2.5 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to the City ("Development Fee"), payable in monthly installments, with the first installment due within ten (10) business days after the digital display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within five (5) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.5.1 Development Fee Schedule. The annual Development Fee to be paid to the City:

(a) Years 1-10: Ten Thousand Dollars ($10,000.00) per digital display face on the New Digital Billboard

(b) Years 11-20: Twelve Thousand Five Hundred Dollars ($12,500.00) per digital display face on the New Digital Billboard

(c) Years 21-30, if option is exercised by Developer: City will receive the greater of (i) Fifteen Thousand Five Hundred Dollars ($15,500.00) per digital display face on the New Digital Billboard; (ii) the base of $12,500 per digital display face increased by the total CPI since the 10th Anniversary of the Effective Date; or (iii) based on a survey of similar or better signs on the Atlantic, Florence or Gage corners 3 miles in either direction, a development fee which would be in the upper 10% of the average development fee of such sign.

(d) For the option period the development fee shall increase each year by CPI.

2.5.2 One Time Processing Fee: Developer shall pay a one-time Processing Fee in the amount of Ten Thousand Dollars ($10,000.00).

2.5.3 2.5.3 One-Time Economic Development Fee: Developer shall pay a one-time Economic Development Fee in the amount of Ten Thousand Dollars ($10,000.00) per converted sign face.

2.5.4 2.5.4 If the Developer installs antenna or wireless communications equipment for cellular, wi-fi or other communication devices on the Digital Billboard, the Developer shall pay to the City Fifteen Percent (15%) of the revenue received on an annual basis and it shall be the obligation of Developer to present documentation to City verifying with calculations. It shall be in the sole discretion of the Developer whether to decide to install any such equipment on the Digital Billboard, provided that City may make that a condition of the Term extension. This clause shall not apply to Developer's installation of any of its own proprietary equipment relating to controlling the posting and maintenance of outdoor advertising on the Digital Billboard.

2.5.5 Reimbursement of Legal and Other Expenses. Prior to the Effective Date, Developer shall reimburse City's actual and reasonable legal and consultant costs of the transaction including negotiating and preparing the Agreements but not exceeding $10,000.

2.6 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard become Operational for the purpose of determining the Commencement Date, however in no event shall this be later than One Hundred Eighty (180) Days from the Effective Date of this Agreement. Notwithstanding the preceding sentence, in the event that Developer is diligently pursuing all governmental and third party permits and/or approvals in addition to any other third-party work that need be completed in order for the New Digital Billboard to become operational (such as Southern California Edison hookups or upgrades), then the time period set forth in the preceding sentence shall be extended for another One Hundred Eighty (180) Days upon written notice to the City. Developer shall keep the City updated as to its efforts in these regards. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

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

2.7.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). This time shall be the equivalent of one "spot" with the messages between equally spread over a 24 hour day. The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.7.4, the City shall notify Developer in writing not less than twenty (20) days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.7.2 Mutual Representations and Warranties.

(a) City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

(b) Developer represents and warrants that all copy, content and materials displayed by Developer under this Agreement: (i) are owned or duly licensed by Developer and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

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

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

2.8 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana or hashish dispensaries, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop the Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations provided nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control, but shall not supersede any Land Use Regulation not specifically applicable to the Site or described in Section 3.4 below..

3.2 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (i) applicable development standards in the BMC, (ii) applicable NPDES requirements pertaining to the Project, (iii) all applicable building, fire and other uniform codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.3 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers and under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. All amendments shall require the approval of the City Council. Nothing herein shall

cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.4 Reservation of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, it is understood that this Agreement pertains only to the construction and operation of a New Digital Billboard on an approximate twenty-five (25) foot by eight (8) foot area located at the Site. and should not be construed in any other way to limit the police power of the City or to enact Subsequent Land Use Regulations. Without limiting the generality of the following, permitted Subsequent Land Use Regulations include and are not limited to:

(a) Processing fees and charges of every kind and nature imposed by the City for processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations or materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

(f) Any rules, regulations or laws similar in any manner to any of the foregoing.

(g) Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.4.3 Meet and Confer for Impacts by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to

modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. If such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.6 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine. It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except (i) such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals, (ii) fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly, (iii) fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes, (iv) fees applicable to a permit application as charged by City at the time such application is filed by Developer; (v) fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval; and (vi) any similar fees, taxes or assessments.

4. REMOVAL OF NEW DIGITAL BILLBOARD DIGITAL DISPLAY FACES.

4.1 Removal by Developer. Upon the expiration or termination of this Agreement (i.e., as described in Section 2.4), above, the Parties may either agree to enter into any Extended Terms and the parties shall execute a mutually agreeable amendment to this Agreement or if the parties do not agree to extend this Agreement, then the Developer shall, at its own cost and expense, remove the New Digital Billboard.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, the City will not have the right to remove, or to demand removal of, the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period or if the Agreement has terminated, the City may require the Developer to remove the New Digital Billboard in its

entirety together with all support structures. The City shall only have the right to demand that Developer remove the New Digital Billboard in its entirety if Developer is in material breach of this agreement past any applicable notice and cure period or if the Agreement has been terminated or expired. If the City demands that the Developer remove the New Digital Billboard in its entirety pursuant to this Section and the Developer fails to do so within sixty (60) days of receipt of a written removal demand by the City in accordance with the notice obligations of this Agreement, then the City may remove, or cause to be removed, the New Digital Billboard – but at the Developer's sole cost and expense.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. Annually, Developer shall demonstrate its good faith compliance with the terms hereof by providing a written report thereon. If the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission. The City shall provide Developer with written notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 Technological Upgrades. It is the intent of City that the New Digital Billboards be kept operational and in first class condition, and consistent with current technology. This will be a part of the annual compliance review. Comparability shall include survey of digital billboards on the Atlantic, Florence and Gage corridors, and the New Digital Billboards from a technology perspective should be in the top 10% of survey digital signs. Notwithstanding the foregoing, Developer shall not be required to actually install an upgrade more frequently than every 10 years, and may be required to do so upon term extension in Section 2.4.1.

5.3 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of a recorded easement or other property interests or, if no such interests exist, upon exercise of its police power . If an emergency repair to a public improvement or public facility on the Site is required Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain

all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (i) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (ii) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, punitive, or other) against the City other than attorneys' fees to the extent provided in Section 8.11 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 8.11 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Types of Insurance.

7.1.1 Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

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

7.2 Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

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

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

7.3.2 The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.4 Indemnification.

7.4.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be

asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.4.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.4.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

7.4.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

7.4.5 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No

testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

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

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

8.8 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. The party claiming a force majeure must give written notice within ten (10) days of the commencement of the claimed delay.

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

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

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

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

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

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

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

8.16 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other

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address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Bell 6330 Pine Ave. Bell, California 90201 Attn: City Manager
To Developer:	Clear Channel Outdoor, LLC 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

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

8.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

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

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City: CITY OF BELL

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

CLEAR CHANNEL OUTDOOR, LLC,

a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER

Gage NS 75' E/O Walker panel # 4442
APN: 6315-025-032

PARCEL 1:

LOT 105 OF BELLFLOWER ACRES, IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE Of CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 126 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

EXCEPT THE NORTH 155 FEET THEROF

PARCEL

LOT 2380. OF TRACT NO. 5668, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61. PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDS OF SAID COUNTY.

PARCEL 3: ,

LOT 2381 OF TRACT NO. 5088, IN THE CITY OF BELL, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61. PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDS OF SAID COUNTY.

APN: 7161-001-028, 0315-026-052 AND 6315-025-002

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EXHIBIT “B”

Description of New Digital Billboard

CCO will replace the existing printed display face in place as a double-faced 12’ x 25’ outdoor advertising sign with a digital display face at 5143 Gage Avenue.

#4442 Facing West

EXHIBIT “C”

Removed Sign

CCO will remove the existing printed display faces in place as a single-faced 12’ x 25’ outdoor advertising sign at 4676 East Gage Avenue.

#4440 Facing East

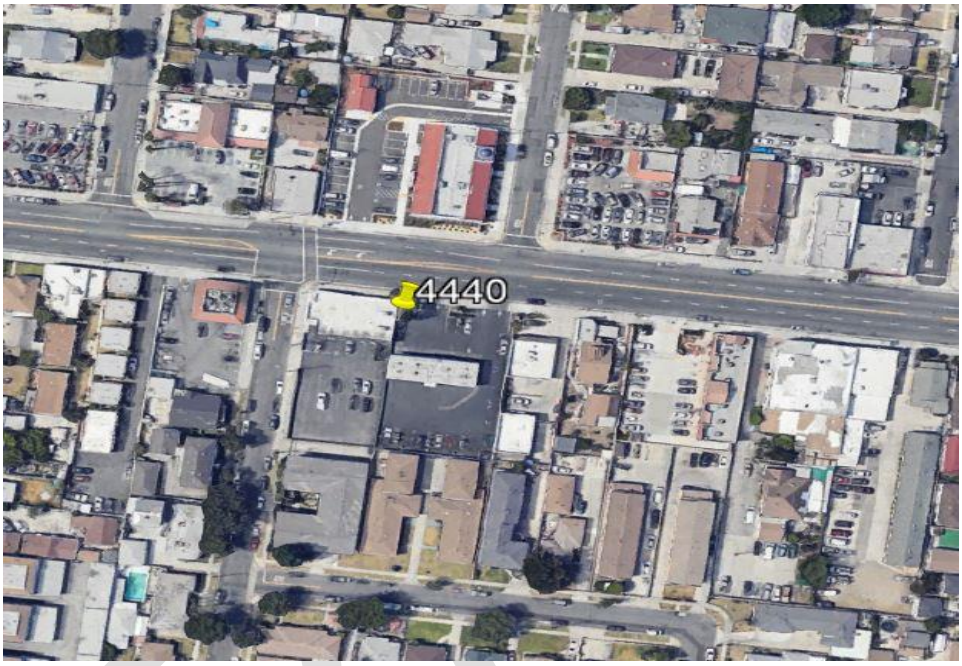

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

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

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

2. Building Fees. Developer shall pay all applicable City planning and building fees, as described in this Agreement, at the time the time the Project is submitted to the appropriate City Department.

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

(a) The existing sign structure shall be painted black prior to the Commencement Date. In addition, any existing ladders or other ancillary structures which are not required for a digital sign shall be removed prior to the Commencement Date. On-going maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

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

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after

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complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

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

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Code and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

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

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

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

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

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

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

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

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

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

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 150 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

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

(m) For each sign removal, when all existing static panels are removed as part of the required take-down, Developer shall also remove all structural elements of the sign to existing grade, including the removal and "safe-off" of the existing electrical panel.

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EXHIBIT “E”

Schedule of Performance

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5143 Gage Ave

West Elev. (Existing)

West Elev. (Proposed)

AGENDA ITEM 6D

City of Bell
Planning Commission
Agenda Report

DATE: November 1, 2023

TO: Honorable Chair and Planning Commission Members

FROM: Manuel Acosta, Director of Community Development

PREPARED BY: Dennis Banks, Contract Planner, Banks Consulting

SUBJECT: Development Agreement (DA 2023-03) – Conversion of an existing printed (static) billboard into a digital billboard at 4825 Florence Avenue, in the C3R (General Commercial & Residential) zone.

RECOMMENDATION:

Staff recommends that the Bell Planning Commission adopt Resolution No. 2023-09PC (Attachment A), recommending the following actions to the City Council:

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-03).

BACKGROUND:

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

A development agreement negotiation began between Clear Channel Outdoor, LLC (CCO) and the City of Bell to discuss replacing existing static billboards with digital billboards and removing other static billboards throughout the city. On January 25, 2023, the City Council adopted Ordinance No. 1278 to define and establish regulations and standards that would permit digital billboards to operate in the Manufacturing (M) zoning districts of the city. However, there are a number of existing billboard structures within the Commercial Manufacturing (CM), Heavy Commercial (C3), and General Commercial and Residential (C-3R) zoning districts, which the Zoning Code does not contain provisions; therefore, an Ordinance amendment is necessary and a development agreement is required to allow billboards in these areas.

On May 30, 2023, an outline of a development agreement proposal was prepared and submitted by CCO that serves as the basis for each development agreement that would permit

the conversion of existing billboards to a digital version with an LED screen. In addition to discussing the conversion of some existing static billboards into digital street signs, other items were covered in the outline such as the design of the billboard signs and structures, the location of the digital billboards, the removal or relocation of existing billboards, the advertising content restrictions and the public safety messages, the term of the development agreements, and the repair and maintenance of the billboards.

On October 25, 2023, the Bell City Council held on first reading, Zone Text Amendment (ZTA) No. 2023-04, amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code to refine regulations for digital billboards. The ZTA is necessary to allow the digital billboards within the C3, CM, and C3R zoning districts and will specifically allow for the conversion of an existing static billboard on property located at 4825 Florence Ave, subject to the Development Agreement (DA 2023-03) terms.

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

ANALYSIS:

The outdoor advertising company, Clear Channel Outdoors, LLC proposes to convert an existing 2-sided billboard, at 4825 Florence Avenue, from static (print) advertising panels to digital panels. The existing billboard is a 46-foot-tall structure located entirely on the private property at 4825 Florence Avenue. It does not extend over the public right-of-way and it does not extend onto the adjacent private property located at 4829 Florence Avenue. The proposed project will convert the existing static panels, which are 25 feet (wide) x 12 feet (tall) and have a sign area of 300 square feet each or a total of 600 square feet, into digital display boards that will be the same size.

A required action under ZTA 2023-04 (pending adoption) is to reduce the amount of signage in the City by removing certain billboards. The ZTA states “the billboard owner or operator must remove, at minimum, two times the amount of signage area (square feet) as that of the proposed digital sign” in order to convert a billboard into a digital billboard. As a part of this project, six other printed billboards with two panels each at 3822 East Florence Avenue, 4644 East Florence Avenue, 4676 East Gage Avenue and 4823 East Gage Avenue will be taken down. These billboards have a combined square footage of 1,800 square feet.

The proposed billboard conversion is part of a larger project proposed by Clear Channel that will convert six (6) static print panels to digital panels, while at the same time remove the equivalent of twelve (12) static panels, including the six panels proposed for conversion, throughout the city.

City staff finds that the proposed billboard conversion at the subject site complies with the development standards of the Zoning Code. Zone Text Amendment 2023-04 establishes several development standards that an applicant must meet in order to convert a print billboard to digital. The development standards discuss issues such as overall height, billboard size, and operation. The standards also cover the clearance distance between the finished grade level

and the nearest section of the sign structure. The standards also cover the minimum distance a billboard must be from a residentially zoned property. The proposed conversion at 4825 Florence Ave. satisfies all of the criteria. The digital billboard will comply with Caltrans requirements for size, height, and operation. All utilities for the digital billboard will be underground. The proposed digital billboard will have only one digital display surface in a vertical plane. The size of each new digital billboard is 300 square feet , which is the same size as the existing static panel. The height of the billboard will remain at 46 feet, above the height limit of 40 feet. However, the Director has determined that replacement of a static display panel with a digital display of the same size, exceeding the 40-foot height limit will enhance the overall appearance of the structure and site. While the digital billboard will not project over a driveway, driving aisle, or pedestrian walkway, it will have a minimum clearance of 25 feet between the lowest point of the structure and finished grade level. The digital billboard structure will be painted black and free of any visible bracing, angle iron, guy wires, or any other supporting elements. Lastly, the digital billboard is at least 50 feet from the nearest residential zone. Based on the information provided by the applicant and later independently confirmed, city staff believes the project would permit the limited use of digital billboards in appropriate locations within the city in a controlled manner.

General Plan

The proposed project conforms with the Bell General Plan as it will provide for enhanced advertising opportunities for local businesses, increase revenue for property owners, and increase sales tax revenues to the City. It will also help eliminate blight through the removal and replacement of older signs and the construction of new state-of-the-art digital signs. An additional benefit of the converted digital signage is that, if needed, the digital billboards could be used for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. Therefore, the proposed billboard conversion satisfies the following Land Use and Sustainability Element objectives set forth in the General Plan 2030, established in 2018:

1) That the parties have complied with the California Environmental Quality Act.

2) To promote quality design in new and rehabilitated development throughout the city.

3) To promote sustainability in the planning, design, and construction of new and rehabilitated development throughout the city.

4) To ensure that the future needs for infrastructure and public services are addressed.

5) To ensure a strong industrial and commercial tax base to finance public improvements and services.

Site Conditions

The proposed billboard conversion will not be a detriment to the community. The digital billboard will not produce any light or glare that will be blinding or distracting to nearby residents, businesses, pedestrians, or motorists. The illumination produced by the digital sign at night will be within the limits allowed by the BMC. The digital billboard does not extend over the sidewalk or a driving lane so it is not anticipated that it will create safety concerns regarding the nearby public right of way. The digital billboard will not produce any waste or noxious gases that would be offensive or unhealthy for the general public. The digital billboard is completely situated on private property and it is more than 200 feet from the intersection of Florence Avenue and Wilcox Avenue, therefore, it is not anticipated to create any circulation

problems for pedestrians or motorists. Based on this information staff has determined that the proposed digital billboard will not be a detriment to the community and recommend approval of this application.

ENVIRONMENTAL ANALYSIS:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is exempt from CEQA under Categorical Exemption Class 1, Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures, specifically a dual faced static billboard being converted to a billboard with a digital display, and the project involves negligible or no expansion of use. In addition, the proposed replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign will not create any potential significant impacts on the surrounding environment. Therefore, this project is not subject to any further environmental review. To ensure that the conversion to digital billboards will not create any potential significant impacts on the surrounding area, staff recommends a condition of approval requiring the applicant to submit photometric plans prepared by licensed professional for staff review and approval prior to the issuance of building permits.

CONCLUSION:

Clear Channel Outdoors, LLC has proposed entering into a Development Agreement with the City of Bell. The agreement permits the conversion of an existing two-sided static (print) billboard into a digital billboard. This billboard conversion would be a part of a larger project that would convert six (6) static billboards into digital billboards throughout the city. The proposed billboard complies with all of the development standards that have been established for a digital billboard conversion. The proposed digital billboard is in compliance and satisfies several objectives of the General Plan. After analysis of the billboard and its location in relation to the neighboring area staff has determined that the proposed conversion will not be a detriment to the surrounding community. Therefore, staff recommends approval of the development agreement to permit the conversion of a static billboard into a digital billboard at 4825 Florence Avenue.

ATTACHMENTS:

a. Resolution No. 2023-09PC & Draft Ordinance

RESOLUTION NO. 2023-09PC

A RESOLUTION OF THE CITY OF BELL PLANNING COMMISSION RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-03) BETWEEN THE CITY OF BELL AND CLEAR CHANNEL OUTDOORS, LLC FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 4825 FLORENCE AVENUE.

WHEREAS, the City recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution and by Art. 1, Sec. 2, of the Constitution of the State of California and that its regulation of signs must be consistent with these protections; and

WHEREAS, an excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists, and this condition adversely effects the public safety by creating a potential traffic hazard; and

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance. The regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular *World Wide Rush, LLC v. City of Los Angeles, 606 F.3d 676 (9th Cir. 2010); Foti v. City of Menlo Park, 146 F.3d 629 (9th Cir. 1998)*; and

WHEREAS, the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards; and

WHEREAS, digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have a significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions; and

WHEREAS, the proposed Development Agreement will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City; and

WHEREAS, the proposed Development Agreement will allow for the use of digital billboards in a controlled and planned manner in complete accordance within the limits of ZTA No. 2023-04; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

A. The proposed Development Agreement (heretofore referred to as "the Agreement") to adopt an Ordinance (attached hereto as Exhibit A) is consistent with the goals and policies of the City's General Plan and is consistent with those provisions of the Zoning Code, as amended. Such General Plan goals and policies include, but are not limited to the following:

Land Use and Sustainability Element Policy 1. The City of Bell shall promote development and land uses that are consistent with the General Plan that will address the current and future need of all of the residential and business sectors. The City shall ensure that future land uses will be in compliance with current zoning codes. The City's Zoning Code and map shall also be updated to ensure conformity with the General Plan.

Land Use and Sustainability Element Policy 5. The City of Bell shall encourage a high level of quality in construction and site design features. The City shall create and implement specific design guidelines to promote higher quality in construction.

Land Use and Sustainability Element Policy 19. The City of Bell shall actively solicit and facilitate development that will benefit the City in terms of quality design, employment, and revenue. As part of this process, the City shall oversee the preparation of a feasibility analysis and/or study.

B. The proposed Agreement is consistent with State law.

C. The proposed Agreement serves the public health, safety, and welfare of the residents and businesses within the City to regulate land use within the City.

D. CEQA Findings. The Planning Commission's act of recommending this Agreement is based on the premise that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have any significant impact on the environment.

SECTION 3. On the basis of these findings, the Planning Commission hereby recommends City Council adoption of an Ordinance for approval of Development Agreement (DA 2023-03) and agree to the terms in the contract between the City of Bell and Clear Channel Outdoors, LLC, for the project at 4825 Florence Avenue.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Bell, California, this 1st day of November, 2023.

_____

Luis Mesa, Chair

APPROVED AS TO FORM:

_____
Christy Marie Lopez, Deputy City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Secretary to the Planning Commission of the City of Bell, hereby attest to and certify that the foregoing ordinance is the original ordinance adopted by the Bell Planning Commission at its regular meeting held on the 1st day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante,
Planning Commission Secretary

EXHIBIT "A"

ORDINANCE NO. xxxxxxxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-03), FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 4825 FLORENCE AVENUE.

WHEREAS, the City of Bell, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics, as they relate to signs. *Metromedia Inc. v. City of San Diego*, 453 U.S. 490 (1981).

WHEREAS, the City Council of the City of Bell recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution, and by Art. 1, Sec. 2, of the Constitution of the State of California, and that its regulation of signs must be consistent with these protections.

WHEREAS, the City Council makes the following findings.

1. An excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists and this condition adversely effects public safety by creating a potential traffic hazard.

2. Excessive and poorly designed billboards are confusing and reduce the effectiveness of all signs.

3. Billboards provide important information to the public for a variety of purposes.

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance and the regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular. *World Wide Rush, LLC v. City of Los Angeles*, 606 F.3d 676 (9th Cir. 2010); *Foti v. City of Menlo Park*, 146 F.3d 629 (9th Cir. 1998).

WHEREAS, the City Council finds that the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards.

WHEREAS, the City Council finds that digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions.

WHEREAS, the City Council finds that adoption of this Ordinance will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City.

WHEREAS, the City Council finds that adoption of this Ordinance will allow for the use of digital billboards in a controlled and planned manner in compliance with Zone Text Amendment 2023-04 and the City of Bell Municipal Code.

WHEREAS, at the Planning Commission regular meeting of November 1, 2023, the Planning Commission held a public hearing to receive testimony and other evidence regarding the proposed Development Agreement (DA 2023-03), including without limitation, information provided to the Planning Commission by City staff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Development Agreement between the City of Bell and Clear Channel Outdoors, LLC per the terms of the contract. The Development Agreement (DA 2023-03) shall comply with all of the definitions, development standards, and regulations set forth in Zone Text Amendment 2023-04.

1. Review Procedures.

    a. A Development Agreement shall be reviewed by the planning commission at a duly noticed public hearing, pursuant to the procedures set forth in Section 17.96.110 of the BMC. The planning commission shall review the Agreement and make a recommendation to city council whether the proposed digital billboard meets the required findings set forth in subsection (c) below.

    b. The city council shall conduct a duly noticed public hearing following the planning commission recommendation to consider approval of the Agreement. The hearing before the city council shall be noticed in accordance with Section 17.96.110 of the BMC, and may be continued from time to time. In order to approve a digital billboard Agreement, the city council shall make all of the findings contained in subsection (F)(2)(c) below. Agreements shall be approved by ordinance.

    c. Findings for approval of an Agreement. The city council shall approve the Agreement if it finds the following:

        1. The proposed Agreement is consistent with the goals, objectives, purposes and provisions of the General Plan, the Municipal Code, and any applicable specific plans:
        2. The proposed installation site is compatible with the uses

and structures on the site and in the surrounding area;

3. The proposed digital billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility;
4. The proposed digital billboard would not interfere with on-site parking or landscaping required by city ordinance or permit;
5. The proposed digital billboard would not otherwise result in a threat to the general health, safety, and welfare of city residents; and
6. The proposed digital billboard, in addition to its aesthetic treatment, provides substantial public benefits that would not otherwise accrue to the public in the absence of its installation.

SECTION 3. This ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have a significant impact on the environment.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Agreement, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code section 36937. The City Clerk shall cause a summary of this ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

SECTION 6. Effective Date. This Ordinance shall go into effect on the 31st day after its passage. PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

_____
Fidencio Gallardo, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Development Agreement is the original Development Agreement adopted by the Bell City Council at its regular meeting held on the ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angela Bustamante, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF BELL
6330 Pine Avenue
Bell, California 90201

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

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DEVELOPMENT AGREEMENT NO. 2023-03

This Development Agreement (hereinafter "Agreement") is entered into by and between THE CITY OF BELL, a California charter city incorporated under the laws of the State of California (hereinafter "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864, *et seq*., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 4825 Florence Avenue in the City, Assessor Parcel Number 6326-019-020 as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted double- faced 12' x 25' outdoor advertising sign with printed display face(s) and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. The City has determined that the Project contemplated herein complies with the Bell Zoning Ordinance found in Chapter 17.84 of the Bell Municipal Code ("BMC") and will provide public benefits, including, among other things, a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5 and incorporated by reference in Section 17.84.064 of the BMC.

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

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.5 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Pay to the City a one-time Processing Fee, as defined and provided in Section 2.5.2 below, for the cost to the City to provide additional economic development funds to ameliorate the impact of the installation of the New Digital Billboard for each structure; and

3. Provide advertising space free of charge to City on a space available basis as further described below.

4. Reimburse City costs of making this Agreement.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On _____, 2023, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and Code Sections 18.58.018 and 18.58.055, as well as other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On _____ 2023, the City Council held the second reading of Ordinance No.__, thereby approving this Agreement.

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

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

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COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Site Lease" means the lease agreement by and between Developer and B&B Legacy Holdings LLC, ("Owner"), the owner of the Site.

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

1.1.3 "City" means the City of Bell, a California charter city.

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

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

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is last to occur of the following: (i) the Agreement is signed by both the Developer and City, (ii) the Agreement is approved by Ordinance No. ____ and effective, and not subject to referendum, (iii) all conditions precedent to its effectiveness have been satisfied, or (iv) after expiration of all applicable appeal periods.

1.1.8 "Land Use Regulations" means the Zoning Ordinance and rules, regulations and official policies of City which govern development and use of the Site, including construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement.

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

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

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1.1.11 "Project" means the complete removal of the existing printed display face(s) and the installation of new digital display faces on the existing structure.

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

1.1.13 "Site" means [*need to establish definition and that it's a legal parcel*]_____.

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

1.1.15 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City for repair, maintenance, operation, or other work to be performed by Developer that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals, but enhancement modification or other change requires approval.

1.1.16 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.1.17 "Anniversary Date" shall mean the date that is twelve (12) months following the Effective Date, and every twelve (12) months thereafter.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Digital Billboard), Exhibit "C" (Removed Sign), Exhibit "D" (Scope of Development) , and Exhibit "E" (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; or (ii) to impose any obligation whatsoever on the Owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a leasehold interest in the Site [and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*]. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except (i) as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein, (ii) to make all payments up until the date of actual termination, and (iii) to honor all indemnity obligations herein.

2.3 Transfer. Except as set forth herein, neither Party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (i) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (ii) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (i) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational [plus one ten (10) year option which Developer may exercise by providing written notice to City at least 180 days prior to expiration subject to (i) Owner lease term and (ii) Section 2.4.1] or (ii) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. Notwithstanding the above, if Developer is: (i) unable to maintain for reasons beyond Developer's control any necessary permit for the erection, use, and/or maintenance of the digital face(s), (ii) the use of the digital face(s) is prevented or restricted by law, or (iii) if, by some cause beyond Developer's control, the operation of the Digital Billboard becomes impossible, then Developer shall have the right to terminate the Agreement and remove the Digital Billboard at Developer's sole expense. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the BMC as to any non-conformity as applied to the Site.

2.4.1 Precondition to Extension. The extension of term as provided herein shall require as a precondition the bringing the terms of the Agreement to market in two respects: (i) the Development Fees shall come to market as provided in Section 2.5.1(c); and (ii) the sign technology shall come to market as provided in Section 5.2.

2.5 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to the City ("Development Fee"), payable in monthly installments, with the first installment due within ten (10) business days after the digital display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within five (5) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.5.1 Development Fee Schedule. The annual Development Fee to be paid to the City:

(a) Years 1-10: Ten Thousand Dollars ($10,000.00) per digital display face on the New Digital Billboard

(b) Years 11-20: Twelve Thousand Five Hundred Dollars ($12,500.00) per digital display face on the New Digital Billboard

(c) Years 21-30, if option is exercised by Developer: City will receive the greater of (i) Fifteen Thousand Five Hundred Dollars ($15,500.00) per digital display face on the New Digital Billboard; (ii) the base of $12,500 per digital display face increased by the total CPI since the 10th Anniversary of the Effective Date; or (iii) based on a survey of similar or better signs on the Atlantic, Florence or Gage corners 3 miles in either direction, a development fee which would be in the upper 10% of the average development fee of such sign.

(d) For the option period the development fee shall increase each year by CPI.

2.5.2 One Time Processing Fee: Developer shall pay a one-time Processing Fee in the amount of Ten Thousand Dollars ($10,000.00).

2.5.3 2.5.3 One-Time Economic Development Fee: Developer shall pay a one-time Economic Development Fee in the amount of Ten Thousand Dollars ($10,000.00) per converted sign face.

2.5.4 2.5.4 If the Developer installs antenna or wireless communications equipment for cellular, wi-fi or other communication devices on the Digital Billboard, the Developer shall pay to the City Fifteen Percent (15%) of the revenue received on an annual basis and it shall be the obligation of Developer to present documentation to City verifying with calculations. It shall be in the sole discretion of the Developer whether to decide to install any such equipment on the Digital Billboard, provided that City may make that a condition of the Term extension. This clause shall not apply to Developer's installation of any of its own proprietary equipment relating to controlling the posting and maintenance of outdoor advertising on the Digital Billboard.

2.5.5 Reimbursement of Legal and Other Expenses. Prior to the Effective Date, Developer shall reimburse City's actual and reasonable legal and consultant costs of the transaction including negotiating and preparing the Agreements but not exceeding $10,000.

2.6 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard become Operational for the purpose of determining the Commencement Date, however in no event shall this be later than One Hundred Eighty (180) Days from the Effective Date of this Agreement. Notwithstanding the preceding sentence, in the event that Developer is diligently pursuing all governmental and third party permits and/or approvals in addition to any other third-party work that need be completed in order for the New Digital Billboard to become operational (such as Southern California Edison hookups or upgrades), then the time period set forth in the preceding sentence shall be extended for another One Hundred Eighty (180) Days upon written notice to the City. Developer shall keep the City updated as to its efforts in these regards. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

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

2.7.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). This time shall be the equivalent of one "spot" with the messages between equally spread over a 24-hour day. The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.7.4, the City shall notify Developer in writing not less than twenty (20) days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.7.2 Mutual Representations and Warranties.

(a) City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

(b) Developer represents and warrants that all copy, content and materials displayed by Developer under this Agreement: (i) are owned or duly licensed by Developer and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

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

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

2.8 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana or hashish dispensaries, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop the Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations provided nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control, but shall not supersede any Land Use Regulation not specifically applicable to the Site or described in Section 3.4 below..

3.2 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (i) applicable development standards in the BMC, (ii) applicable NPDES requirements pertaining to the Project, (iii) all applicable building, fire and other uniform codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.3 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers and under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. All amendments shall require the approval of the City Council. Nothing herein shall

cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.4 Reservation of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, it is understood that this Agreement pertains only to the construction and operation of a New Digital Billboard on an approximate twenty-five (25) foot by eight (8) foot area located at the Site. and should not be construed in any other way to limit the police power of the City or to enact Subsequent Land Use Regulations. Without limiting the generality of the following, permitted Subsequent Land Use Regulations include and are not limited to:

(a) Processing fees and charges of every kind and nature imposed by the City for processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations or materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

(f) Any rules, regulations or laws similar in any manner to any of the foregoing.

(g) Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.4.3 Meet and Confer for Impacts by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to

modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. If such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.6 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine. It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except (i) such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals, (ii) fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly, (iii) fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes, (iv) fees applicable to a permit application as charged by City at the time such application is filed by Developer; (v) fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval; and (vi) any similar fees, taxes or assessments.

4. REMOVAL OF NEW DIGITAL BILLBOARD DIGITAL DISPLAY FACES.

4.1 Removal by Developer. Upon the expiration or termination of this Agreement (i.e., as described in Section 2.4), above, the Parties may either agree to enter into any Extended Terms and the parties shall execute a mutually agreeable amendment to this Agreement or if the parties do not agree to extend this Agreement, then the Developer shall, at its own cost and expense, remove the New Digital Billboard.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, the City will not have the right to remove, or to demand removal of, the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period or if the Agreement has terminated, the City may require the Developer to remove the New Digital Billboard in its

entirety together with all support structures. The City shall only have the right to demand that Developer remove the New Digital Billboard in its entirety if Developer is in material breach of this agreement past any applicable notice and cure period or if the Agreement has been terminated or expired. If the City demands that the Developer remove the New Digital Billboard in its entirety pursuant to this Section and the Developer fails to do so within sixty (60) days of receipt of a written removal demand by the City in accordance with the notice obligations of this Agreement, then the City may remove, or cause to be removed, the New Digital Billboard – but at the Developer's sole cost and expense.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. Annually, Developer shall demonstrate its good faith compliance with the terms hereof by providing a written report thereon. If the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission. The City shall provide Developer with written notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 Technological Upgrades. It is the intent of City that the New Digital Billboards be kept operational and in first class condition, and consistent with current technology. This will be a part of the annual compliance review. Comparability shall include survey of digital billboards on the Atlantic, Florence and Gage corridors, and the New Digital Billboards from a technology perspective should be in the top 10% of survey digital signs. Notwithstanding the foregoing, Developer shall not be required to actually install an upgrade more frequently than every 10 years, and may be required to do so upon term extension in Section 2.4.1.

5.3 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of a recorded easement or other property interests or, if no such interests exist, upon exercise of its police power . If an emergency repair to a public improvement or public facility on the Site is required Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain

all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (i) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (ii) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, punitive, or other) against the City other than attorneys' fees to the extent provided in Section 8.11 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 8.11 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Types of Insurance.

7.1.1 Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

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

7.2 Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

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

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

7.3.2 The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.4 Indemnification.

7.4.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be

asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.4.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.4.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

7.4.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

7.4.5 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No

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testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

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

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

8.8 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. The party claiming a force majeure must give written notice within ten (10) days of the commencement of the claimed delay.

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

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

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

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

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

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

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

8.16 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other

address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Bell 6330 Pine Ave. Bell, California 90201 Attn: City Manager
To Developer:	Clear Channel Outdoor, LLC 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

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

8.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

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

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City: CITY OF BELL

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

CLEAR CHANNEL OUTDOOR, LLC,

a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

& PERMANENT PROPERTY TAX NUMBER

Florence Ave. NS 6T *MO* Heliotrope Panels 4351 & 4352

APN: 6326-019-020

The land referred to in this Report is situated in the State of California, County of Los Angeles, and is, described as follows:

Parcel 1:

All if Lot 15 excepting **the Westerly 261.6 feet** thereof and the Westerly 6.4 feet of Lot 16 of Tract No,**1211, ft** n the City of Bell, County of Los Angeles, State -of California, as per map **recorded** in nook 21 Page **59 of Maps, In the office of the County Recorder of said County.**

Parcel 2:

The Easterly 25 feet of the Westerly 236. feet of Lot 15 of Tratt No.1811, in the City of Bell, County of Los Angeles, State of California, as per map recorded **in Book 21 Page** 59 of Maps, in the office of the County Recorder of said County.

Parcel 3:

The Easterly 25 feet of the Westerly 261.6 feet of Lot 15 of **Tract No. 1B11,** in the City of **Bell, County of** Los Angeles, State of California, as per map recorded In **Book 21 Page 59** of Maps, **in the office** of **the County Recorder of said County.**

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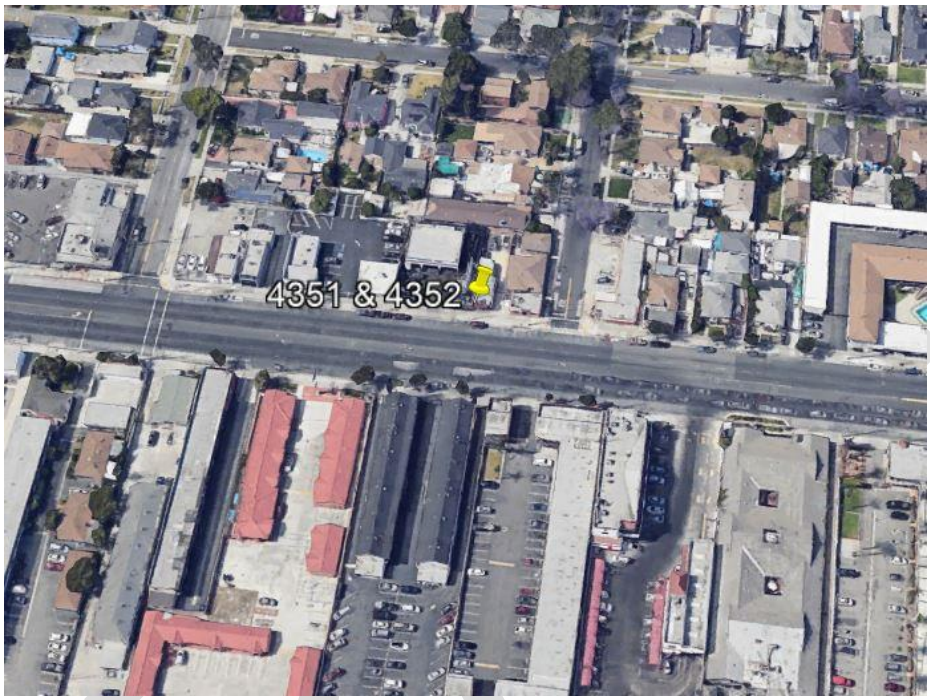
EXHIBIT “B”

Description of New Digital Billboard

CCO will replace the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces at 4825 Florence Avenue.

#4351 Facing West



#4352 Facing East

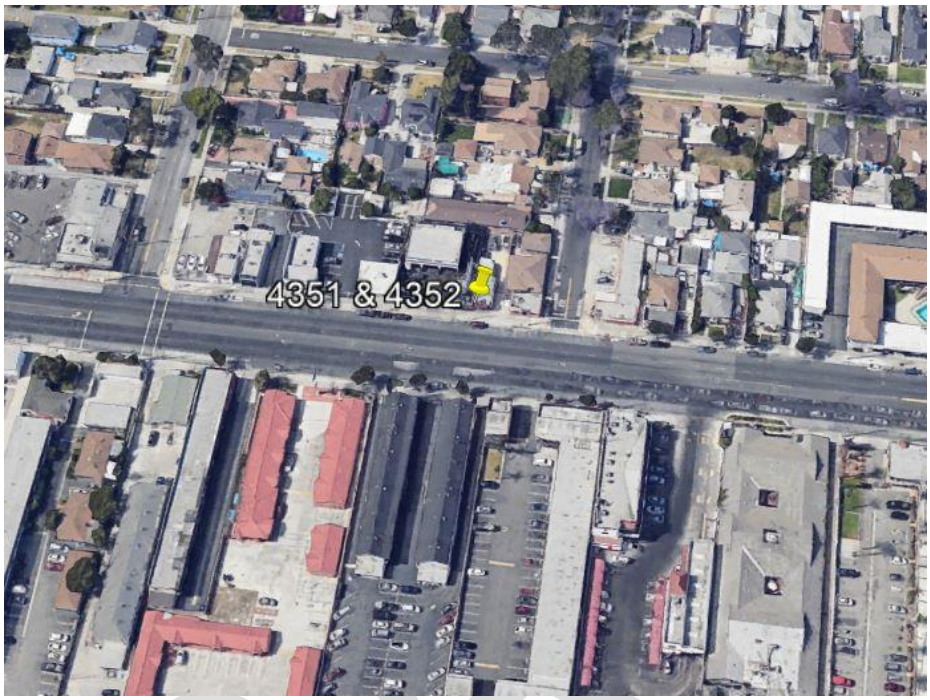


EXHIBIT “C”

Removed Sign

CCO will remove the existing double-faced 12’ x 25’ outdoor advertising sign at 3822 East Florence Avenue #2573 and #2574.

#2573 Facing West

#2574 Facing East

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

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

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

2. Building Fees. Developer shall pay all applicable City planning and building fees, as described in this Agreement, at the time the time the Project is submitted to the appropriate City Department.

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

(a) The existing sign structure shall be painted black prior to the Commencement Date. In addition, any existing ladders or other ancillary structures which are not required for a digital sign shall be removed prior to the Commencement Date. On-going maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

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

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after

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complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

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

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Code and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

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

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

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

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

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

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

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

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

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

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 150 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

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

(m) For each sign removal, when all existing static panels are removed as part of the required take-down, Developer shall also remove all structural elements of the sign to existing grade, including the removal and "safe-off" of the existing electrical panel.

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EXHIBIT “E”

Schedule of Performance

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4825 Florence Ave

West Elev. (Existing)

West Elev. (Proposed)

4825 Florence Ave

East Elev. (Existing)

East Elev. (Proposed)

AGENDA ITEM 6E

City of Bell
Planning Commission
Agenda Report

DATE: November 1, 2023

TO: Honorable Chair and Planning Commission Members

FROM: Manuel Acosta, Director of Community Development

PREPARED BY: Dennis Banks, Contract Planner, Banks Consulting

SUBJECT: Development Agreement (DA 2023-04)- Conversion of an existing printed (static) billboard into a digital billboard at 4612 Gage Avenue, in the C3R (General Commercial & Residential) zone.

RECOMMENDATION:

Staff recommends that the Bell Planning Commission adopt Resolution No. 2023-10PC (Attachment A), recommending the following actions to the City Council:

1. Determine that the proposed Development Agreement is exempt from further review under the California Environmental Quality Act Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures and the project involves negligible or no expansion of use.

2. Adoption of an Ordinance ("Exhibit A" within Attachment A) to approve Development Agreement (DA 2023-04).

BACKGROUND:

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

A development agreement negotiation began between Clear Channel Outdoor, LLC (CCO) and the City of Bell to discuss replacing existing static billboards with digital billboards and removing other static billboards throughout the City. On January 25, 2023, the City Council adopted Ordinance No. 1278 to define and establish regulations and standards that would permit digital billboards to operate in the Manufacturing (M) zoning districts of the City. However, there are a number of existing billboard structures within the Commercial Manufacturing (CM), Heavy Commercial (C3), and General Commercial and Residential (C-3R) zoning districts, which the Zoning Code does not contain provisions; therefore, an Ordinance amendment is necessary and a development agreement is required to allow digital billboard in these areas.

On May 30, 2023, an outline of a development agreement proposal was prepared and submitted by CCO that serves as the basis for each development agreement that would permit

the conversion of existing billboards to a digital version with an LED screen. In addition to discussing the conversion of some existing static billboards into digital street signs, other items were covered in the outline, such as the design of the billboard signs and structures, the location of the digital billboards, the removal or relocation of existing billboards, the advertising content restrictions and the public safety messages, the term of the development agreements, and the repair and maintenance of the billboards.

On October 25, 2023, the Bell City Council held on first reading, Zone Text Amendment (ZTA) No. 2023-04, amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code to refine regulations for digital billboards. The ZTA is necessary to allow the digital billboards within the C3, CM, and C3R zoning districts and will specifically allow for the conversion of an existing static billboard on property located at 4612 Gage Avenue, subject to the Development Agreement (DA 2023-04) terms.

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

ANALYSIS:

The outdoor advertising company, Clear Channel Outdoors, LLC proposes to convert an existing 2-sided billboard, at 4612 Gage Avenue, from static (print) advertising panels to digital panels. The existing billboard is a 45-foot-tall structure located entirely on private property at 4612 Gage Avenue. It does not extend over the public right-of-way and it does not extend onto the adjacent private property located at 4600 Gage Avenue. The proposed project will convert the existing static panels, which are 12 feet (long) x 25 feet (wide) and have a sign area of 300 square feet each or a total of 600 square feet, into digital display boards that will be the same size.

A required action under ZTA 2023-04 (pending adoption) is to reduce the amount of signage in the City by removing certain billboards. The ZTA states “the billboard owner or operator must remove, at minimum, two times the amount of signage area (square feet) as that of the proposed digital sign” in order to convert a billboard into a digital billboard. As a part of this project, six other printed billboards with two panels each at 3822 East Florence Avenue, 4644 East Florence Avenue, 4676 East Gage Avenue and 4823 East Gage Avenue will be taken down. These billboards have a combined square footage of 1,800 square feet. The proposed billboard conversion is part of a larger project proposed by Clear Channel that will convert six (6) static print panels to digital panels, while at the same time remove the equivalent of twelve (12) static panels, including the six panels proposed for conversion, throughout the city.

City staff finds that the proposed billboard conversion at the subject site complies with the development standards of the Zoning Code. Zone Text Amendment 2023-04 establishes several development standards that an applicant must meet in order to convert a printed billboard to digital. The development standards discuss issues such as overall height, billboard size, and operation. The standards also cover the clearance distance between the finished grade level and the nearest section of the sign structure. The standards also cover the minimum distance a billboard must be from a residentially zoned property. The proposed conversion at

4612 Gage Ave. satisfies all the criteria. The digital billboard will comply with Caltrans requirements for size, height, and operation. All utilities for the digital billboard will be underground. The proposed digital billboard will have only one digital display surface in a vertical plane. The size of each new digital billboards is 300 square feet, which is the same size as the existing static panel. The height of the billboard will remain at 45 feet, above the height limit of 40 feet. However, the Director has determined that replacement of a static display panel with a digital display of the same size, exceeding the 40-foot height limit will enhance the overall appearance of the structure and site. While the digital billboard will not project over a driveway, driving aisle, or pedestrian walkway, it will have a minimum clearance of 25 feet between the lowest point of the structure and finished grade level. The digital billboard structure will be painted black and free of any visible bracing, angle iron, guy wires, or any other supporting elements. Lastly, the digital billboard is at least 50 feet from the nearest residential zone. Based on the information provided by the applicant and later independently confirmed, city staff believes the project would permit the limited use of digital billboards in appropriate locations within the City in a controlled manner.

General Plan

The proposed project conforms with the Bell General Plan as it will provide for enhanced advertising opportunities for local businesses, increase revenue for property owners, and increase sales tax revenues to the City. It will also help eliminate blight through the removal and replacement of older signs and the construction of new state-of-the-art digital signs. An additional benefit of the converted digital signage is that, if needed, the digital billboards could be used for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. Therefore, the proposed billboard conversion satisfies the following Land Use and Sustainability Element objectives set forth in the General Plan 2030, established in 2018:

1) That the parties have complied with the California Environmental Quality Act.

2) To promote quality design in new and rehabilitated development throughout the city.

3) To promote sustainability in the planning, design, and construction of new and rehabilitated development throughout the city.

4) To ensure that the future needs for infrastructure and public services are addressed.

5) To ensure a strong industrial and commercial tax base to finance public improvements and services.

Site Conditions

The proposed billboard conversion will not be a detriment to the community. The digital billboard will not produce any light or glare that will be blinding or distracting to nearby residents, businesses, pedestrians, or motorists. The illumination produced by the digital sign at night will be within the limits allowed by the BMC. The digital billboard does not extend over the sidewalk or a driving lane so it is not anticipated that it will create safety concerns regarding the nearby public right of way. The digital billboard will not produce any waste or noxious gases that would be offensive or unhealthy for the general public. The digital billboard is completely situated on private property and it is more than 200 feet from the intersection of Gage Avenue and King Avenue, therefore, it is not anticipated to create any circulation problems for pedestrians or motorists. Based on this information staff has determined that the proposed digital billboard will not be a detriment to the community and recommend approval of

this application.

ENVIRONMENTAL ANALYSIS:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is exempt from CEQA under Categorical Exemption Class 1, Section 15301 - Existing Facilities, because the project consists of only a minor alteration of existing public or private structures, specifically a dual faced static billboard being converted to a billboard with a digital display, and the project involves negligible or no expansion of use. In addition, the proposed replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign will not create any potential significant impacts on the surrounding environment. Therefore, this project is not subject to any further environmental review. To ensure that the conversion to digital billboards will not create any potentially significant impacts on the surrounding area, staff recommends a condition of approval requiring the applicant to submit photometric plans prepared by a licensed professional for staff review and approval prior to the issuance of building permits.

CONCLUSION:

Clear Channel Outdoors, LLC has proposed entering into a Development Agreement with the City of Bell. The agreement permits the conversion of an existing two-sided static (print) billboard into a digital billboard. This billboard conversion would be a part of a larger project that would convert six (6) static billboards into digital billboards throughout the city. The proposed billboard complies with all of the development standards that have been established for a digital billboard conversion. The proposed digital billboard is in compliance and satisfies several objectives of the General Plan. After analysis of the billboard and its location in relation to the neighboring area staff has determined that the proposed conversion will not be a detriment to the surrounding community. Therefore, staff recommends approval of the development agreement to permit the conversion of a static billboard into a digital billboard at 4612 Gage Avenue.

ATTACHMENTS:

A. Resolution No. 2023-10PC & Draft Ordinance

RESOLUTION NO. 2023-10PC

A RESOLUTION OF THE CITY OF BELL PLANNING COMMISSION RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-04) BETWEEN THE CITY OF BELL AND CLEAR CHANNEL OUTDOORS, LLC FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 4612 GAGE AVENUE.

WHEREAS, the City recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution and by Art. 1, Sec. 2, of the Constitution of the State of California and that its regulation of signs must be consistent with these protections; and

WHEREAS, an excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists, and this condition adversely effects the public safety by creating a potential traffic hazard; and

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance. The regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular *World Wide Rush, LLC v. City of Los Angeles, 606 F.3d 676 (9th Cir. 2010); Foti v. City of Menlo Park, 146 F.3d 629 (9th Cir. 1998)*; and

WHEREAS, the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards; and

WHEREAS, digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have a significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions; and

WHEREAS, the proposed Development Agreement will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City; and

WHEREAS, the proposed Development Agreement will allow for the use of digital billboards in a controlled and planned manner in complete accordance within the limits of ZTA No. 2023-04; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

A. The proposed Development Agreement (heretofore referred to as "the Agreement") to adopt an Ordinance (attached hereto as Exhibit A) is consistent with the goals and policies of the City's General Plan and is consistent with those provisions of the Zoning Code, as amended. Such General Plan goals and policies include, but are not limited to the following:

Land Use and Sustainability Element Policy 1. The City of Bell shall promote development and land uses that are consistent with the General Plan that will address the current and future need of all of the residential and business sectors. The City shall ensure that future land uses will be in compliance with current zoning codes. The City's Zoning Code and map shall also be updated to ensure conformity with the General Plan.

Land Use and Sustainability Element Policy 5. The City of Bell shall encourage a high level of quality in construction and site design features. The City shall create and implement specific design guidelines to promote higher quality in construction.

Land Use and Sustainability Element Policy 19. The City of Bell shall actively solicit and facilitate development that will benefit the City in terms of quality design, employment, and revenue. As part of this process, the City shall oversee the preparation of a feasibility analysis and/or study.

B. The proposed Agreement is consistent with State law.

C. The proposed Agreement serves the public health, safety, and welfare of the residents and businesses within the City to regulate land use within the City.

D. CEQA Findings. The Planning Commission's act of recommending this Agreement is based on the premise that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have any significant impact on the environment.

SECTION 3. On the basis of these findings, the Planning Commission hereby recommends City Council adoption of an Ordinance for approval of Development Agreement (DA 2023-04) and agree to the terms in the contract between the City of Bell and Clear Channel Outdoors, LLC, for the project at 4612 Gage Avenue.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Bell, California, this 1st day of November, 2023.

_____
Luis Mesa, Chair

APPROVED AS TO FORM:

_____
Christy Marie Lopez, Deputy City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Secretary to the Planning Commission of the City of Bell, hereby attest to and certify that the foregoing ordinance is the original ordinance adopted by the Bell Planning Commission at its regular meeting held on the 1st day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante,
Planning Commission Secretary

EXHIBIT "A"

ORDINANCE NO. xxxxxxxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, TO APPROVE DEVELOPMENT AGREEMENT (DA 2023-04), FOR CONVERSION OF AN EXISTING PRINTED BILLBOARD INTO A DIGITAL BILLBOARD INVOLVING PROPERTY LOCATED AT 4612 GAGE AVENUE.

WHEREAS, the City of Bell, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics, as they relate to signs. *Metromedia Inc. v. City of San Diego*, 453 U.S. 490 (1981).

WHEREAS, the City Council of the City of Bell recognizes that billboards constitute speech protected by the First Amendment of the United States Constitution, and by Art. 1, Sec. 2, of the Constitution of the State of California, and that its regulation of signs must be consistent with these protections.

WHEREAS, the City Council makes the following findings.

1. An excessive amount of billboards, both in terms of number and size, as well as improper shape or design, can be distracting to motorists and this condition adversely effects public safety by creating a potential traffic hazard.

2. Excessive and poorly designed billboards are confusing and reduce the effectiveness of all signs.

3. Billboards provide important information to the public for a variety of purposes.

WHEREAS, the City has a substantial interest in regulating signage in the manner set forth in this ordinance and the regulations modified and adopted hereby further the City's substantial interests in traffic safety and aesthetics, in particular. *World Wide Rush, LLC v. City of Los Angeles*, 606 F.3d 676 (9th Cir. 2010); *Foti v. City of Menlo Park*, 146 F.3d 629 (9th Cir. 1998).

WHEREAS, the City Council finds that the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placement of billboards.

WHEREAS, the City Council finds that digital billboards are recognized as a legitimate form of commercial advertising in the city; however, the size, number, location, and illumination of digital billboards can have significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions.

WHEREAS, the City Council finds that adoption of this Ordinance will allow the conversion of existing static (printed) billboards to digital billboards when a billboard owner or operator voluntarily removes sufficient printed sign inventory from elsewhere within the City.

WHEREAS, the City Council finds that adoption of this Ordinance will allow for the use of digital billboards in a controlled and planned manner in compliance with Zone Text Amendment 2023-04 and the City of Bell Municipal Code.

WHEREAS, at the Planning Commission regular meeting of November 1, 2023, the Planning Commission held a public hearing to receive testimony and other evidence regarding the proposed Development Agreement (DA 2023-04), including without limitation, information provided to the Planning Commission by City staff.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Development Agreement between the City of Bell and Clear Channel Outdoors, LLC per the terms of the contract. The Development Agreement (DA 2023-04) shall comply with all of the definitions, development standards, and regulations set forth in Zone Text Amendment 2023-04.

1. Review Procedures.

    a. A Development Agreement shall be reviewed by the planning commission at a duly noticed public hearing, pursuant to the procedures set forth in Section 17.96.110 of the BMC. The planning commission shall review the Agreement and make a recommendation to city council whether the proposed digital billboard meets the required findings set forth in subsection (c) below.

    b. The city council shall conduct a duly noticed public hearing following the planning commission recommendation to consider approval of the Agreement. The hearing before the city council shall be noticed in accordance with Section 17.96.110 of the BMC, and may be continued from time to time. In order to approve a digital billboard Agreement, the city council shall make all of the findings contained in subsection (F)(2)(c) below. Agreements shall be approved by ordinance.

    c. Findings for approval of an Agreement. The city council shall approve the Agreement if it finds the following:

        1. The proposed Agreement is consistent with the goals, objectives, purposes and provisions of the General Plan, the Municipal Code, and any applicable specific plans:
        2. The proposed installation site is compatible with the uses

and structures on the site and in the surrounding area;

3. The proposed digital billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility;
4. The proposed digital billboard would not interfere with on-site parking or landscaping required by city ordinance or permit;
5. The proposed digital billboard would not otherwise result in a threat to the general health, safety, and welfare of city residents; and
6. The proposed digital billboard, in addition to its aesthetic treatment, provides substantial public benefits that would not otherwise accrue to the public in the absence of its installation.

SECTION 3. This ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 Class 1 because it consists only of minor modifications to an existing facility, and it is anticipated not to have a significant impact on the environment.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Agreement, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code section 36937. The City Clerk shall cause a summary of this ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

SECTION 6. Effective Date. This Ordinance shall go into effect on the 31st day after its passage. PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

_____
Fidencio Gallardo, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Development Agreement is the original Development Agreement adopted by the Bell City Council at its regular meeting held on the ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angela Bustamante, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF BELL
6330 Pine Avenue
Bell, California 90201

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

DEVELOPMENT AGREEMENT NO. 2023-04

This Development Agreement (hereinafter "Agreement") is entered into by and between THE CITY OF BELL, a California charter city incorporated under the laws of the State of California (hereinafter "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864, *et seq*., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 4612 Gage Avenue in the City, Assessor Parcel Number 6326-004-031 as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted double- faced 12' x 25' outdoor advertising sign with printed display face(s) and seeks to relocate such signs in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. The City has determined that the Project contemplated herein complies with the Bell Zoning Ordinance found in Chapter 17.84 of the Bell Municipal Code ("BMC") and will provide public benefits, including, among other things, a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5 and incorporated by reference in Section 17.84.064 of the BMC.

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

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.5 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Pay to the City a one-time Processing Fee, as defined and provided in Section 2.5.2 below, for the cost to the City to provide additional economic development funds to ameliorate the impact of the installation of the New Digital Billboard for each structure; and

3. Provide advertising space free of charge to City on a space available basis as further described below.

4. Reimburse City costs of making this Agreement.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On _____, 2023, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and Code Sections 18.58.018 and 18.58.055, as well as other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On _____ 2023, the City Council held the second reading of Ordinance No.__, thereby approving this Agreement.

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

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

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COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 " Site Lease" means the lease agreement by and between Developer and Juan Anaya and Annabel K. Anaya Trustees of the Juan Anaya and Annabel K. Anaya Revocable Living Trust, ("Owner"), the owner of the Site.

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

1.1.3 "City" means the City of Bell, a California charter city.

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

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

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is last to occur of the following: (i) the Agreement is signed by both the Developer and City, (ii) the Agreement is approved by Ordinance No. ____ and effective, and not subject to referendum, (iii) all conditions precedent to its effectiveness have been satisfied, or (iv) after expiration of all applicable appeal periods.

1.1.8 "Land Use Regulations" means the Zoning Ordinance and rules, regulations and official policies of City which govern development and use of the Site, including construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement. .

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

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

1.1.11 “Project” means the complete removal of the existing printed display face(s) and the installation of new digital display faces on the existing structure.

1.1.12 “Scope of Development” means the Scope of Development attached hereto as Exhibit “D” and incorporated herein.

1.1.13 “Site” means _[*need to establish definition and that it’s a legal parcel*]_____.

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

1.1.15 “Subsequent Development Approvals” means any and all permits and approvals which may be required by City for repair, maintenance, operation, or other work to be performed by Developer that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals, but enhancement modification or other change requires approval.

1.1.16 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.1.17 “Anniversary Date” shall mean the date that is twelve (12) months following the Effective Date, and every twelve (12) months thereafter.

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

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer’s obligations thereunder; or (ii) to impose any obligation whatsoever on the Owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a leasehold interest in the Site [and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*]. If Developer’s leasehold interest is prematurely terminated by the owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except (i) as

provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein, (ii) to make all payments up until the date of actual termination, and (iii) to honor all indemnity obligations herein.

2.3 Transfer. Except as set forth herein, neither Party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (i) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (ii) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (i) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational [plus one ten (10) year option which Developer may exercise by providing written notice to City at least 180 days prior to expiration subject to (i) Owner lease term and (ii) Section 2.4.1] or (ii) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. Notwithstanding the above, if Developer is: (i) unable to maintain for reasons beyond Developer's control any necessary permit for the erection, use, and/or maintenance of the digital face(s), (ii) the use of the digital face(s) is prevented or restricted by law, or (iii) if, by some cause beyond Developer's control, the operation of the Digital Billboard becomes impossible, then Developer shall have the right to terminate the Agreement and remove the Digital Billboard at Developer's sole expense. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the BMC as to any non-conformity as applied to the Site.

2.4.1 Precondition to Extension. The extension of term as provided herein shall require as a precondition the bringing the terms of the Agreement to market in two respects: (i) the Development Fees shall come to market as provided in Section 2.5.1(c); and (ii) the sign technology shall come to market as provided in Section 5.2.

2.5 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to the City ("Development Fee"), payable in monthly installments, with the first installment due within ten (10) business days after the digital display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within five (5) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.5.1 Development Fee Schedule. The annual Development Fee to be paid to the City:

(a) Years 1-10: Ten Thousand Dollars ($10,000.00) per digital display face on the New Digital Billboard

(b) Years 11-20: Twelve Thousand Five Hundred Dollars ($12,500.00) per digital display face on the New Digital Billboard

(c) Years 21-30, if option is exercised by Developer: City will receive the greater of (i) Fifteen Thousand Five Hundred Dollars ($15,500.00) per digital display face on the New Digital Billboard; (ii) the base of $12,500 per digital display face increased by the total CPI since the 10th Anniversary of the Effective Date; or (iii) based on a survey of similar or better signs on the Atlantic, Florence or Gage corners 3 miles in either direction, a development fee which would be in the upper 10% of the average development fee of such sign.

(d) For the option period the development fee shall increase each year by CPI.

2.5.2 One Time Processing Fee: Developer shall pay a one-time Processing Fee in the amount of Ten Thousand Dollars ($10,000.00).

2.5.3 2.5.3 One-Time Economic Development Fee: Developer shall pay a one-time Economic Development Fee in the amount of Ten Thousand Dollars ($10,000.00) per converted sign face.

2.5.4 2.5.4 If the Developer installs antenna or wireless communications equipment for cellular, wi-fi or other communication devices on the Digital Billboard, the Developer shall pay to the City Fifteen Percent (15%) of the revenue received on an annual basis and it shall be the obligation of Developer to present documentation to City verifying with calculations.. It shall be in the sole discretion of the Developer whether to decide to install any such equipment on the Digital Billboard, provided that City may make that a condition of the Term extension. This clause shall not apply to Developer's installation of any of its own proprietary equipment relating to controlling the posting and maintenance of outdoor advertising on the Digital Billboard.

2.5.5 Reimbursement of Legal and Other Expenses. Prior to the Effective Date, Developer shall reimburse City's actual and reasonable legal and consultant costs of the transaction including negotiating and preparing the Agreements but not exceeding $10,000.

2.6 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard become Operational for the purpose of determining the Commencement Date, however in no event shall this be later than One Hundred Eighty (180) Days from the Effective Date of this Agreement. Notwithstanding the preceding sentence, in the event that Developer is diligently pursuing all governmental and third party permits and/or approvals in addition to any other third-party work that need be completed in order for the New Digital Billboard to become operational (such as Southern California Edison hookups or upgrades), then the time period set forth in the preceding sentence shall be extended for another One Hundred Eighty (180) Days upon written notice to the City. Developer shall keep the City updated as to its efforts in these regards. The City's issuance of a building permit shall not be

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unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

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

2.7.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). This time shall be the equivalent of one "spot" with the messages between equally spread over a 24 hour day. The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.7.4, the City shall notify Developer in writing not less than twenty (20) days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.7.2 Mutual Representations and Warranties.

(a) City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

(b) Developer represents and warrants that all copy, content and materials displayed by Developer under this Agreement: (i) are owned or duly licensed by Developer and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.

2.7.3 Indemnification. The Parties mutually agree to indemnify, defend and hold harmless each the other for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message or Developer advertising infringes or violates the rights, including, but not limited to, copyright, trademark, trade

secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

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

2.8 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana or hashish dispensaries, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop the Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations provided nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control, but shall not supersede any Land Use Regulation not specifically applicable to the Site or described in Section 3.4 below..

3.2 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (i) applicable development standards in the BMC, (ii) applicable NPDES requirements pertaining to the Project, (iii) all applicable building, fire and other uniform codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.3 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a

standard different than that used in evaluating requests of other developers and under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. All amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.4 Reservation of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, it is understood that this Agreement pertains only to the construction and operation of a New Digital Billboard on an approximate twenty-five (25) foot by eight (8) foot area located at the Site. and should not be construed in any other way to limit the police power of the City or to enact Subsequent Land Use Regulations. Without limiting the generality of the following, permitted Subsequent Land Use Regulations include and are not limited to:

(a) Processing fees and charges of every kind and nature imposed by the City for processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations or materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

(f) Any rules, regulations or laws similar in any manner to any of the foregoing.

(g) Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

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3.4.3 Meet and Confer for Impacts by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. If such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

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

3.6 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine. It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except (i) such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals, (ii) fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly, (iii) fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes, (iv) fees applicable to a permit application as charged by City at the time such application is filed by Developer; (v) fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval; and (vi) any similar fees, taxes or assessments.

4. REMOVAL OF NEW DIGITAL BILLBOARD DIGITAL DISPLAY FACES.

4.1 Removal by Developer. Upon the expiration or termination of this Agreement (i.e., as described in Section 2.4), above, the Parties may either agree to enter into any Extended Terms and the parties shall execute a mutually agreeable amendment to this Agreement or if the parties do not agree to extend this Agreement, then the Developer shall, at its own cost and expense, remove the New Digital Billboard.

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4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, the City will not have the right to remove, or to demand removal of, the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period or if the Agreement has terminated, the City may require the Developer to remove the New Digital Billboard in its entirety together with all support structures. The City shall only have the right to demand that Developer remove the New Digital Billboard in its entirety if Developer is in material breach of this agreement past any applicable notice and cure period or if the Agreement has been terminated or expired. If the City demands that the Developer remove the New Digital Billboard in its entirety pursuant to this Section and the Developer fails to do so within sixty (60) days of receipt of a written removal demand by the City in accordance with the notice obligations of this Agreement, then the City may remove, or cause to be removed, the New Digital Billboard – but at the Developer's sole cost and expense.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. Annually, Developer shall demonstrate its good faith compliance with the terms hereof by providing a written report thereon. If the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission. The City shall provide Developer with written notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 Technological Upgrades. It is the intent of City that the New Digital Billboards be kept operational and in first class condition, and consistent with current technology. This will be a part of the annual compliance review. Comparability shall include survey of digital billboards on the Atlantic, Florence and Gage corridors, and the New Digital Billboards from a technology perspective should be in the top 10% of survey digital signs. Notwithstanding the foregoing, Developer shall not be required to actually install an upgrade more frequently than every 10 years, and may be required to do so upon term extension in Section 2.4.1.

5.3 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of a recorded easement or other property interests or, if no such interests exist, upon exercise of its police power . If an emergency repair to a public improvement or public facility on the Site is required Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material

failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (i) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (ii) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, punitive, or other) against the City other than attorneys' fees to the extent provided in Section 8.11 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 8.11 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Types of Insurance.

7.1.1 Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

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

7.2 Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

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

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

7.3.2 The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.4 Indemnification.

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7.4.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.4.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.4.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

7.4.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

7.4.5 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

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

8.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

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

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

8.8 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. The party claiming a force majeure must give written notice within ten (10) days of the commencement of the claimed delay.

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

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

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

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

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

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

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

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

To City:	City of Bell 6330 Pine Ave. Bell, California 90201 Attn: City Manager
To Developer:	Clear Channel Outdoor, LLC 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

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

8.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

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

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City: CITY OF BELL

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

CLEAR CHANNEL OUTDOOR, LLC,

a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

& PERMANENT PROPERTY TAX NUMBER

Gage SS 90' W/O King panel *It's* 4438 & 4439
APN: 6326-004-031

The following described real property in the City of Bell Gardens, County of Los Angeles, State of California:

THE SOUTH 110 FEET OF THE NORTH 120 FEET OF LOT 34, OF THTE CLUTTER AND LONG TRACT, IN THE

CITY OF BELL GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 153 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OP SAID COUNTY,.

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EXHIBIT “B”

Description of New Digital Billboard

CCO will replace the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces at 4612 Gage Avenue.

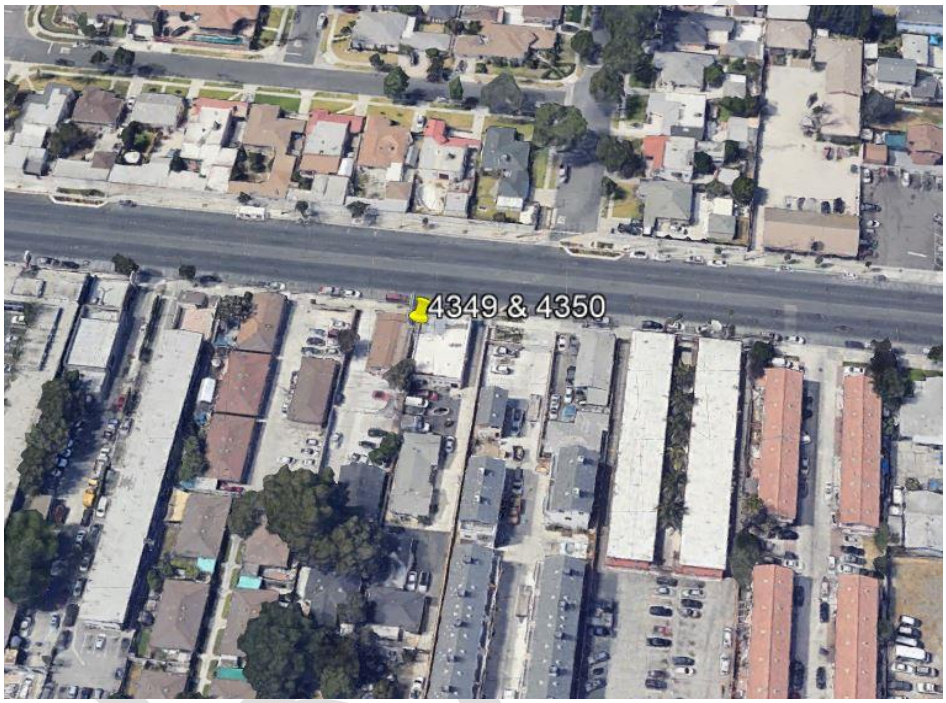
#4439 Facing East

EXHIBIT “C”

Removed Sign

CCO will remove the existing double-faced 12’ x 25’ outdoor advertising sign at 3822 Florence Avenue #4349 and #4350.

#4349 Facing West



#4350 Facing East

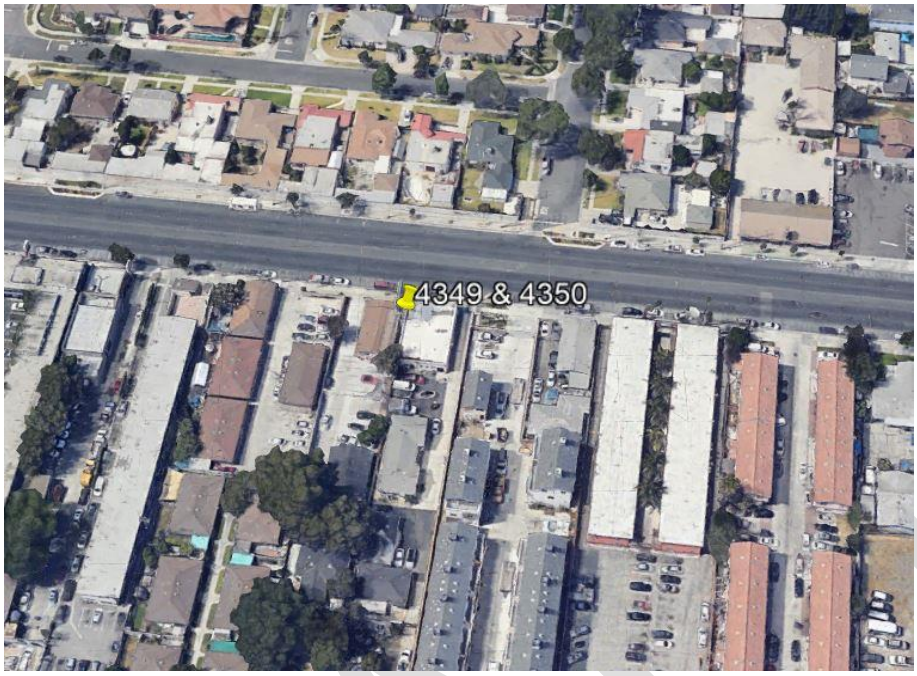


EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

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

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

2. Building Fees. Developer shall pay all applicable City planning and building fees, as described in this Agreement, at the time the time the Project is submitted to the appropriate City Department.

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

(a) The existing sign structure shall be painted black prior to the Commencement Date. In addition, any existing ladders or other ancillary structures which are not required for a digital sign shall be removed prior to the Commencement Date. On-going maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

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

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4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

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

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Code and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

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

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

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

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

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

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

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

DRAFT

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

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

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 150 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

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

(m) For each sign removal, when all existing static panels are removed as part of the required take-down, Developer shall also remove all structural elements of the sign to existing grade, including the removal and "safe-off" of the existing electrical panel.

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EXHIBIT “E”

Schedule of Performance

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4612 Gage Ave

West Elev. (Existing)

West Elev. (Proposed)

4612 Gage Ave

East Elev. (Existing)

East Elev. (Proposed)

AGENDA ITEM 7A

AGENDA

MINUTES OF THE REGULAR MEETING OF THE BELL PLANNING COMMISSION

Wednesday, October 4, 2023 at 7:00 p.m.

Location: Bell Community Center, 6250 Pine Avenue, Bell CA 90201

MEETING WILL BE HELD IN-PERSON AT THE BELL COMMUNITY CENTER

PUBLIC COMMENT: If you wish to make a comment on items listed on the agenda and non-agenda items, you may attend the meeting in-person at Bell Community Center. Please complete a Request to Speak Card available in the location and wait until the chair calls you to approach the podium. Please clearly state your name and address and proceed to make your comments.

You may also submit input electronically through a temporary public comment email established for City of Bell City Council meetings at cityclerk@cityofbell.org. Your written comment must be submitted by 4pm on Wednesday, October 4, 2023. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

The meeting will be recorded and live streamed on the City's website at http://www.cityofbell.org/?NavID=101

1. **Call to Order:**

2. **Roll Call of the Planning Commission:**

   Commissioner Rodrigo Rodarte
   Commissioner Ali Sleiman
   Commissioner Jessica Vallejo
   Vice-Chair Rihan Bedier
   Chair Luis Mesa

PRESENT: Commissioner Rodarte, Commissioner Vallejo, Vice Chair Bedier, Chair Mesa

ABSENT: Commissioner Sleiman

STAFF PRESENT: Community Development Director Manuel Acosta, Assistant City Attorney Christy Lopez, Associate Planner Rodrigo Pelayo, and Planning Commission Secretary Angela Bustamante.

3. **Pledge of Allegiance was led by Commissioner Rodarte.**

4. **Communications from the Public:**

This is the time for members of the public to address the Planning Commission on matters that are listed on the agenda and non-agenda items that are under the subject matter jurisdiction of

the Planning Commission.

None

5. Presentation(s):

a. Pritchard Field Presentation

Staff requested to move this presentation to the November 1st planning commission meeting.

6. Public Hearing(s):

a. Zone Text Amendment (ZTA 2023-04) – Consideration of an Ordinance of the City of Bell, California, amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code (BMC), relating to digital billboards.

Recommendation: *Staff recommends that the Bell Planning Commission read by title only, waive further reading and adopt Resolution No. 2023-06 PC (Attachment A), recommending the following actions to the City Council:*

1. Determine that the proposed text amendments are exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated there under (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required therefore in accordance with CEQA, the proposed text amendment is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. In this case, the proposed text amendment will not have a significant effect on the environment, and

2. Approval of Zone Text Amendment No. 2023-04 to adopt an Ordinance (Exhibit "A" within Attachment A), amending Chapter 17.08 (Definitions), Chapter 17.84.064 (Digital billboards), and Chapter 17.96.030 (Conditional use permits required when) of Title 17 (Zoning) of the Bell Municipal Code (BMC), relating to digital billboards.

Community Development Director Manuel Acosta introduced the item.

Associate Planner Rodrigo Pelayo gave a PowerPoint presentation on the item.

Chair Mesa opened up the Public Hearing.

Public Speakers Opposed
None

Public Speakers in Favor
Clearwater Representative Lane Lawson

Public Speakers Neutral
None

Chair Mesa closed the Public Hearing.

Motion by Vice Chair Bedier to adopt Resolution No. 2023-06PC, seconded by Commissioner Vallejo which carried with the following roll call vote.

Roll Call: 4-0-0-1
AYES: Commissioners Rodarte, Vallejo, Vice-Chair Bedier and Chair Mesa.
NOES: None
ABSTAIN: None
ABSENT: Commissioner Sleiman

Motion Passed

7. Regular Session:

a. Approval of the minutes for the Planning Commission Meetings of September 26, 2023.

Recommendation: *It is recommended that the Planning Commission approve the minutes for the September 26, 2023 meeting.*

It was moved by Commissioner Vallejo to approve the September 26, 2023 meeting minutes. Motion was seconded by Commissioner Rodarte which carried with the following roll call vote:

Roll Call: 4-0-0-1
AYES: Commissioners Rodarte, Vallejo, Vice-Chair Bedier, Chair Mesa
NOES: None
ABSTAIN: None
ABSENT: Commissioner Sleiman

Motion Passed

b. Annual Reorganization – Election of Chair and Vice-Chair.

Recommendation: *It is recommended that the Planning Commission elect a Chair and Vice-Chair.*

Item 7b was moved to the next planning commission meeting.

8. Planning Commissioner Announcements; Request for Future Agenda Items; Conference/Meeting Reports:

9. Community Development Director's Comments:

Community Development Director Manuel Acosta thanked the commissioners for their attendance. He also stated that the previously scheduled economic development meeting was being rescheduled to a future date.

10. City Attorney Comments:

None

11. Adjournment: *Next Regular Planning Commission Meeting is scheduled for Wednesday, November 1, 2023 at 7pm.*

There being no further business before the Planning Commission, Chair Mesa adjourned the meeting at 7:48 p.m.

I, Angela Bustamante, Bell Planning Commission Secretary, certify that the foregoing minutes were approved by the Planning Commission of the City of Bell at a regular meeting held on November 1, 2023.

_____
Angela Bustamante,
Planning Commission Secretary

_____
Luis Mesa, Chair