

## CONDITIONS OF APPROVAL

1. **Authorization.** Approved here in is the construction, use, maintenance, and operation of a 7,276 square foot carwash facility comprised of a carwash tunnel 5,110 square feet in size, with 32 vacuum stations, a coin operated paying machine, and four proposed bicycle parking spaces.
2. **Site Development.** The project shall be in substantial conformance with the plans and materials submitted by the Applicant, including the proposed building design elements and materials, stamped Exhibit "A," attached to the subject case file. No change to the plans shall be made without prior review by the Department of City Planning, Project Planning Bureau, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the LAMC or the project conditions. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
3. **Height.** Approved herein is the maximum height of the carwash tunnel of 37 feet as shown in Exhibit A.
4. **Signs.** Approved herein are the following signs for the site:
  - a. A maximum of three wall signs will be located on the car wash tunnel, as shown on Exhibit A.
  - b. A maximum of one stand-alone 96 square foot (48 square feet per side) monument sign to be located on the southern portion of the site, along Nordhoff Street.
  - c. A maximum of two wall signs and one projected sign to be located on the proposed trash enclosure facing De Soto Avenue, as shown on Exhibit A.
  - d. **Pole Sign.** Approved herein is the refacing and relocation of the existing pole sign currently facing De Soto Avenue to be relocated to the Nordhoff Street frontage with the following dimensions. A total of one pole sign is approved for the site.
    - (1) The pole sign will be double sided and will have two signs (Sign B1 and B2) for a total of 104 square feet, as shown in Exhibit A.
    - (2) The pole sign will be at a maximum height of 27 feet and 10 inches.
    - (3) The pole sign will read 'Express Car Wash. Free Vacuums. Open 7AM – 9PM Daily' or relevant hours of operation.
5. **Roof-top equipment.** Any air conditioning units and other equipment and/or utilities shall be fully screened from view of any abutting residential properties.
6. **Solar Panels.** Solar panels shall be installed on the roof of all buildings to the maximum extent feasible and shall be provided as a part of an operational photovoltaic system to be maintained for the life of the project. The project shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
7. **Graffiti Removal.** All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.

8. **Hours of Operation.** The hours of operation for the carwash shall be permitted from 7:00 a.m. to 9:00 p.m. daily.
9. **Transparent Windows.** As shown on "Exhibit A," the south building elevation shall incorporate transparent windows on a minimum of 20% of the facade and the east building elevation is permitted to have no transparency. Any deviation from "Exhibit A" that further reduces window transparency must be approved by Valley Project Planning.
10. **Deliveries.** No deliveries, loading, or unloading shall occur before 7 a.m. or after 8 p.m. daily. All deliveries shall occur entirely on site.
11. **Ingress, Egress, Queuing.** The Department of Transportation shall review and approve the proposed site ingress, egress, and queuing prior to issuance of a building permit.
12. **Landscaping.**
  - a. Prior to the issuance of a building permit, a landscape plan and irrigation plan shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A. As demonstrated in Exhibit A, the site shall provide a minimum of four shade producing trees on-site.
  - b. A landscape strip of 5 feet shall be planted along the De Soto Avenue street frontage. A landscape strip of varying width shall be provided along the Nordhoff Street frontage (0 feet to 21 feet) as shown in Exhibit A. The widest portion of the landscape area along Nordhoff Avenue shall also include the installation of a minimum of one tree as demonstrated in Exhibit A.
13. **Certification of Landscape Installation.** Prior to obtaining a Certificate of Occupancy, the project architect, landscape architect, or engineer shall certify in a letter to the Department of City Planning and to the Department of Building and Safety that the approved landscape plan has been implemented.
14. **Trash Enclosure(s).** Trash storage bins shall be located within a gated, covered enclosure constructed of materials to match the exterior wall materials of the building. Trash/recycling containers shall be locked when not in use.
15. **Lighting.** The project shall incorporate low-level security lighting shielding and directed onto the site.
16. **Security.** Security cameras shall be installed, and the driveway shall be closed with bollards and a chain when the carwash is not in operation. The carwash tunnel shall be secured in a manner to prohibit access when not in operation.
17. **Loading in the Alleyway.** Off-site loading shall be permitted along the alley as shown in Exhibit A.
18. No speaker boxes or loudspeakers are permitted.
19. Prior to the issuance of any building permits, Final LADOT approval shall be obtained. Detailed site and driveway plans shall be submitted to LADOT.

## **Environmental Conditions**

### **20. TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities**

Prior to commencing any ground disturbance activities at the Project site, the Applicant, or its successor, shall retain archeological monitors and tribal monitors that are qualified to identify subsurface tribal cultural resources. Ground disturbance activities shall include excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil or similar activity at the project site. Any qualified tribal monitor(s) shall be approved by the Gabrieleño Band of Mission Indians – Kizh Nation. Any qualified archeological monitor(s) shall be approved by the Department of City Planning, Office of Historic Resources (“OHR”).

The qualified archeological and tribal monitors shall observe all ground disturbance activities on the project site at all times the ground disturbance activities are taking place. If ground disturbance activities are simultaneously occurring at multiple locations on the project site, an archeological and tribal monitor shall be assigned to each location where the ground disturbance activities are occurring the on-site monitoring shall end when the ground disturbing activities are completed, or when the archeological and tribal monitor both indicate that the site has a low potential for impacting tribal cultural resources.

Prior to commencing any ground disturbance activities, the archaeological monitor in consulting with the tribal monitor, shall provide Worker Environmental Awareness Program (WEAP) training to construction crews involved in ground disturbance activities that provides information on regulatory requirements for the protection of tribal cultural resources. As part of the WEAP training, construction crews shall be briefed on proper procedures to follow should a crew member discover tribal cultural resources during ground disturbance activities. In addition, workers will be shown examples of the types of resources that would require notification of the archaeological monitor and tribal monitor. The Applicant shall maintain on the Project site, for City inspection, documentation establishing the training was completed for all members of the construction crew involved in ground disturbance activities.

In the event that any subsurface objects or artifacts that may be tribal cultural resources are encountered during the course of any ground disturbance activities, all such activities shall temporarily cease within the area of discovery, the radius of which shall be determined by a qualified archeologist, in conjunction with a qualified tribal monitor, until the potential tribal cultural resources are properly assessed and addressed pursuant to the process set forth below:

1. Upon a discovery of a potential tribal cultural resource, the Applicant, or its successor, shall immediately stop all ground disturbance activities and contact the following: (1) all California Native American tribes that have informed the City they are traditionally and culturally affiliated with the geographic area of the proposed project; (2) and OHR.
2. If OHR determines, pursuant to Public Resources Code Section 21074(a)(2), that the object or artifact appears to be a tribal cultural resource in its discretion and supported by substantial evidence, the City shall provide any affected tribe a reasonable period of time, not less than 14 days, to conduct a site visit and make recommendations to the Applicant, or its successor, and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.

3. The Applicant, or its successor, shall implement the tribe's recommendations if a qualified archaeologist retained by the City and paid for by the Applicant, or its successor, in consultation with the tribal monitor, reasonably conclude that the tribe's recommendation is reasonable and feasible.
4. In addition to any recommendations from the applicable tribe(s), a qualified archaeologist shall develop a list of actions that shall be taken to avoid or minimize impacts to the identified tribal cultural resources substantially consistent with the best practices identified by the Native American Heritage Commission and in compliance with any applicable federal, state, or local law, rule or regulation.
5. If the Applicant, or its successor, does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist or qualified tribal monitor, the Applicant, or its successor, may request mediation by a mediator agreed to by the Applicant, or its successor, and the City. The mediator must have the requisite professional qualifications and experience to mediate such a dispute. After making a reasonable effort to mediate this particular dispute, the City may (1) require the recommendation be implemented as originally proposed by the archaeologist or tribal monitor; (2) require the recommendation, as modified by the City, be implemented as it is at least as equally effective to mitigate a potentially significant impact; (3) require a substitute recommendation be implemented that it is at least as equally effective to mitigate a potentially significant impact to a tribal cultural resource; or (4) not require the recommendation be implemented because it is not necessary to mitigate an significant impacts to tribal cultural resources. The Applicant, or its successor, shall pay all costs and fees associated with the mediation.
6. The Applicant, or its successor, may recommence ground disturbance activities outside of a specified radius of the discovery site, so long as the radius has been reviewed by both the qualified archaeologist and qualified tribal monitor and determined to be reasonable and appropriate.
7. The Applicant, or its successor, may recommence ground disturbance activities inside of the specified radius of the discovery only after it has complied with all the recommendations developed and approved pursuant to the process to the process set forth in paragraphs 2 through 5 above.
8. Copies of any subsequent prehistoric archaeological study, tribal cultural resources study or report, detailing the nature of any significant tribal cultural resources, remedial actions taken, and disposition of any significant tribal cultural resources shall be submitted to the South Central Costal Information Center (SCCIC) at California State University, Fullerton and to the Native American Heritage Commission for inclusion in its Sacred Lands File.
9. Notwithstanding paragraph 8 above, any information that the Department of City Planning, in consultation with the City Attorney's Office, determines to be confidential in nature shall be excluded from submission to the SCCIC or provided to the public under the applicable provisions of the California Public Records Act, California Public Resources Code, section 6254(r), and handled in compliance with the City's AB52 Confidentiality Protocols

**Administrative Conditions**

21. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
22. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
23. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
24. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
25. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
26. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.
27. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
28. **Indemnification.** Applicant shall do all of the following:
  - a. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
  - b. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.

- c. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
- d. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
- e. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.