

CONDITIONS OF APPROVAL

(As Modified by the North Valley Area Planning Commission at its meeting of May 7, 2026)

Pursuant to LAMC Chapter 1A, Sections 13B.5.3, 13B.2.2, 13B.4.2, and 13B.4.3, and LAMC Chapter 1, Section 12.37.I of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property.

Entitlement Conditions

1. Use. Authorized herein is:

- a. A car wash with five self-serve wash bays, six self-serve vacuum stations, and one automatic car wash tunnel.
- b. Vehicle queuing within the 20-foot wide rear portion of the RE11 zoned parcel.

2. Site Plan. The use and development of the subject property shall be in substantial conformance with the site plan, and elevations labeled Exhibit "A" attached to the subject case file. Minor deviations may be allowed in order to comply with provisions of the Municipal Code and the conditions of approval.

3. Hours of Operation.

- a. The automatic car wash tunnel and self-serve vacuum stations shall operate between the hours of 8:00 a.m. and 7:00 p.m., daily.
- b. The self-serve wash bay stations shall operate between the hours of 7:00 a.m. and 9:00 p.m., daily.
- c. Site cleaning, sweeping, trash collection, and deliveries to the site shall be limited to the following hours: Monday through Friday, 7:00 am to 7:00 pm and Saturday and Sunday 8:00 am to 5:00 pm. Notwithstanding the above, trash collection shall not be allowed on Sundays or legal holidays.

4. Automobile Parking.

- a. **Automobile parking.** No deviation from parking requirements has been granted herein. Parking shall comply with LAMC Chapter 1 Section 12.21 A.4.
- b. **Electric Vehicle Parking.** All vehicular parking shall provide electric vehicle charging spaces and electric vehicle charging stations in compliance with the regulations outlined in Section 99.05.106 of Article 9, Chapter IX of the LAMC.
- c. **Bicycle parking** shall be provided in conformance with the Municipal Code.

5. Vacuum Stations.

- a. Patrons using vacuum stations shall be prohibited from parking with all or portions of the vehicles in the alleyway area.
- b. The vacuum station equipped shall be placed at least 9 feet from the rear property line.

- c. Signage and stripping on the asphalt shall be used to indicate the rear property line and indicate where cars should park to use the vacuum stations. The signs and stripping should prevent patrons from parking their vehicles partly within the alley while they use the vacuum station.

6. **After Hours Gates.** The property shall be gated after hours.
7. **Landscaping.** The project shall provide 984 square feet of landscaping, in substantial conformance with Exhibit "A". Trees shall be provided on-site as shown in Exhibit "A." Proposed trees shall have a minimum trunk diameter of two inches and a height of eight feet at the time of planting. Palm trees shall not be considered in meeting this requirement.
8. **Street Trees.** Street trees shall be provided to the satisfaction of the Urban Forestry Division.
9. **Roof Structures.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view from any abutting properties.
10. **Circulation Plan.** Prior to the issuance of any building permit, final driveway dimensions and internal circulation schemes shall be approved by Los Angeles Department of Transportation Valley Planning Coordination Section (6262 Van Nuys Boulevard, Rm 320, 818-374-4699) (DOT).

Note: DOT provided initial review of a circulation plan as documented in their letter to Planning dated May 5, 2026 which included a circulation diagram titled "Attachment B REVISED Vehicle Routing to and from Car Wash Facilities" dated 03/2023.

11. Any one way driveway or prohibited left turn as determined by the Department of Transportation shall post a sign clearly visible from the right of way affected.
12. **Vehicle Queuing Lane Attendant.** At least one queuing attendant shall be on site between 7:45 a.m. and 7:15 p.m. to direct vehicles from the vehicle queuing lane to enter the automatic car wash tunnel and to direct vehicles exiting the manual wash bays stations and vacuum stations onto the public alley. The attendant shall ensure there is no entry to the automatic car wash tunnel by cars traveling in the alley in the northerly direction.
13. **Windows.** The exterior walls and doors of any building, excluding bay doors and/or security grills, housing an automotive use, which are parallel to a street, shall consist of at least 50 percent transparent windows, unless otherwise prohibited by law.
14. **New Signs.**
 - a. In addition to the requirements set forth in LAMC Chapter 9, Sections 91.6201 et seq., no person shall erect a pole sign or projecting sign, as defined in Section 91.6203 of the LAMC, on the lot or lots without first obtaining a conditional use permit pursuant to LAMC Section 12.24.W.4.
 - b. Monument signs and information signs may only be located within the landscape-planted areas of the lot or lots.
 - c. Existing signs with permits issued prior to this approval shall not be required to adhere to this condition.

15. Hours of Operation shall be posted on the site.
16. All windows and glass doors shall be maintained free of any signs.
17. **Good Neighbor Program.** A telephone number and email address shall be provided for complaints or concerns from the community regarding the operation. The phone number and email address shall be posted at the following locations: entry, visible to pedestrians and/or a customer service desk, front desk or near the reception area. Complaints shall be responded to within 24 hours. The applicant shall maintain a log of all calls and emails, detailing: (1) date complaint received; (2) nature of complaint, and (3) the manner in which the complaint was resolved.
18. **Fences.** Fences or walls erected along the front lot line shall not exceed 36-inches in height.
19. **Utilities.** All new utility lines which directly service the lot or lots shall be installed underground. If underground service is not available at the time the application is submitted and fees paid for plan check, then provisions should be made for future underground service to the satisfaction of the Bureau of Engineering, if determined necessary by the Department of Water and Power.
20. **Trash Storage.** All trash storage bins shall be located within a gated enclosure constructed of solid masonry and finished to match the exterior wall materials of the main building.
21. **Landscaping.** All landscaping shall comply with LAMC Chapter 1, Sections 12.41, 12.42, and 12.43 and the following requirements:
 - a. **Landscaping - Setback.** A landscaped, planted area having a minimum width of four feet shall be required along the Balboa Boulevard property line, as shown in Exhibit "A".
 - b. **Irrigation System.** An automatic irrigation system shall not be required.
 - c. Six months after the installation of landscaping, a "Certificate of Completion of Landscape Installation" (Form No. CP-7813) shall be submitted to the City Planning Department to be included in the case file.
22. **Lighting.** All exterior and flood lighting shall be directed onto the lot or lots and shall be designed to eliminate any glare to adjoining properties.
23. Spray painting shall not be conducted.
24. Junkyard or automobile dismantling activities shall not be conducted.
25. Public address systems shall not be permitted.
26. All loading, including those of vehicles, shall occur on-site.
27. Vehicles shall not be stored on-site over-night. Any off-site parking shall comply with LAMC Chapter 1, Section 12.21.A.6.
28. Accessory sales activities shall not occur outside a fully enclosed building.
29. Trailers and/or temporary modular buildings shall not be permitted as a work area.

30. Arcades or game machines shall not be permitted.
31. Temporary canopy tents shall not be permitted when the tents are visible from the street.
32. The site shall be kept clear of weeds, rubbish, and all types of litter and combustible materials at all times. One trash receptacle shall be located for every 200 square feet of open space and shall be uniformly distributed throughout the open areas of the site.
33. Any power driven or steam cleaning machinery used shall maintain noise levels below the levels provided in Table II of LAMC Chapter 11, Section 111.03. The comparison between the noise emanating from the automotive laundry or wash rack and from Table II shall be made in the manner set forth in LAMC Chapter 11, Section 111.02(a).
34. On-site pennants, banners, ribbons, streamers, spinners, balloons and supergraphic signs are prohibited.

Design Review Board Conditions

35. Replace the existing T1-11 mansard roof on the car wash tunnel with Spanish tile to match the tile on the roof of the other bays. (Guideline 16 - Architectural Details: Buildings should use multiple architectural details to maintain and enhance the traditional, Spanish Colonial architectural style.)
36. Buildings shall be repainted in earth tone colors as described in the Guidelines. (Guideline 13 - Preferred Colors: The primary colors for wall surfaces should not be harsh, glaring, or bright. White, ivory, and earth tones are the preferred colors. The main color should be light; and trim colors, including ironwork, should be dark.)
37. A "No Trespassing" sign shall be displayed onsite and registered with LAPD on a yearly basis.
38. The applicant shall be responsible for maintaining the premises over which they have control, including the adjoining sidewalk and any public or temporarily closed alleys abutting the site, free of debris and litter.
39. Landscaping:
 - a. The Applicant shall adhere to the Landscaping Maintenance Schedule and watering plan as shown in the Landscape Plan sheet L-1.
 - b. The Applicant shall replace any dead plant material on an ongoing basis.

Administrative Conditions

40. **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 Department of City Planning for placement in the subject file.
41. **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.
42. **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 Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.

43. **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.
44. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
45. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety.
46. **Corrective Conditions.** The authorized use shall be conducted at all time with due regards to the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director pursuant to Section 12.27.1 of the Municipal Code to impose additional corrective conditions, if in the Commission's or Director's opinion such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
47. **Indemnification and Reimbursement of Litigation Costs.**

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, in whole or in part, 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, in whole or in part, 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 (b).
- 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 (b).

- e. If the City determines it necessary to protect the City's interests, 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, commission, 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.