

**MODIFIED BY THE PLUM COMMITTEE ON AUGUST 13, 2019**

DIR-2012-1288-RV-PA1

**CONDITIONS**

1. **MODIFIED.** The business owner/operator and/or the property owner shall file a Plan Approval application with associated application fees as set forth in Section 19.01-E of the Municipal Code and public hearing notification mailing fees, within **42 6 months** from the effective date of this determination to allow for a review of the effectiveness in implementing the Conditions established herein and to determine whether the public nuisance problems identified in the "Findings" section below have been reduced or eliminated. A public hearing shall be conducted. Notice of the public hearing shall be to all property owners and occupants located within 500 feet of the property. In addition, all persons who were mailed a copy of the instant determination shall be notified. Failure to file the Plan Approval application may result in revocation of the use.

Additionally, the Zoning Administrator reserves the right at any time before the 6 months to require that the business owner/operator and/or the property owner file a Plan Approval application together with associated fees, if documented evidence be submitted showing a violation(s) of any conditions(s) of this grant resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties. The purpose of the plan approval will be to review the operation of the premise, owner/operator's compliance with and the effectiveness of these conditions. Upon this review the Zoning Administrator may modify, add or delete conditions, and if warranted, reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.

The applicant shall provide appropriate documentation to substantiate ongoing compliance of the applicant with each of the conditions contained herein at the time of filing the Plan Approval Review application.

2. The use of the property shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions if such Conditions are proven necessary for the protection of the neighborhood. The Zoning Administrator may also add, modify or delete Conditions if they are no longer necessary or have proven ineffectual.
3. A copy of these terms and Conditions shall be maintained on the subject premises, and shall be made available to all enforcement personnel upon request.

The conditions of the subject grant shall be provided to employees including security personnel for their review. Employees shall be notified that the violation with the required conditions herein may result in disciplinary action including up to termination of employment.

Within 30 days from the effective date of this grant, a statement signed by the employees stating that they reviewed and agree to comply with the conditions shall be submitted to the Zoning Administrator.

4. The property, including the parking area and sidewalk areas adjacent to the subject premises, shall be maintained free from trash and debris. The owner/operator shall keep the premises and any area adjacent to the premises, over which he[she] has control clear of litter, newspaper racks, benches, furniture, boxes or objects that encourage loitering.
5. All graffiti on the site shall be removed and painted over to match the color of the surface to which it is applied with anti-graffiti paint within 24 hours of its occurrence.

Within 30 days from the effective date of this determination, the property owner/business owner/operator shall submit evidence of compliance with this condition to the Zoning Administrator such as photographs and receipts of graffiti removal, etc.

6. Should there be a change in the ownership of the property/the business and/or the business operator, the property owner and the business owner/operator shall provide the prospective new property owner and the business owner/operator with a copy of the conditions of this action prior to the legal acquisition of the property and/or the business. Prior to the closing of escrow for a potential change in the ownership of the property/business owner or operator, evidence showing that a copy of this determination including the conditions required herewith has been provided to the prospective owner/operator, shall be submitted to the satisfaction of the Zoning Administrator.
7. The business operator shall maintain professionally prepared signs in English and Spanish, at visible and conspicuous locations on the property, containing the following language in lettering of at least 2 inches in height:

“NO NARCOTICS USE OR DEALERS, NO LOITERING, NO WEAPONS,  
NO TRESPASSING, NO PROSTITUTION. THIS PROPERTY IS  
PATROLLED REGULARLY AND FREQUENTLY BY THE LAPD.”

8. The property owner shall, within 10 days of the effective date of this determination, sign and deliver to the Los Angeles Police Department (“LAPD”), Southeast Vice Unit, a “Trespass Arrest Authorization” form, which authorizes the LAPD to arrest individuals unlawfully loitering on the property pursuant to LAMC Section 41.24. A copy of the executed form shall also be provided to the Zoning Administrator within the same 10 days. [LAPD]
9. There shall be no public telephones, automated teller machines (ATM’s) or vending machines on the property. [LAPD]

10. **MODIFIED.** The property owner shall install and maintain exterior lighting in the parking or other areas in consultation with the Los Angeles Police Department [LAPD], Southeast Vice Unit, to provide sufficient illumination so as to render objects or persons on the property and adjoining sidewalk clearly visible. Improve and provide additional lighting on the south and east sides of the property which will include the rear and side parking area and pedestrian area. All exterior lighting shall be shielded and directed onto the site to prevent the light source from illuminating adjacent properties. [LAPD]

Within 30 days from the effective date of this determination, evidence of compliance with this condition shall be submitted to the Zoning Administrator. A letter or an e-mail from the LAPD stating that the required exterior lighting has been installed in compliance with this condition will satisfy this condition.

11. The hours of operation shall be limited to the following:  
Sunday through Thursday: 8:00 a.m. to 10:00 p.m.  
Friday and Saturday: 8:00 a.m. to 11:00 p.m.

The operating hours shall be posted at the entrance of the restaurant.

12. **MODIFIED.** The following security measures shall be provided to mitigate loitering, and any nuisance/criminal activity on the subject premises.

- a. The business owner/operator shall retain a minimum of one California State licensed uniform security guard from ~~8:00 a.m.~~ 5 p.m. until the business is closed for the day.

The property owner and/or the business owner/operator shall provide a copy of a valid contract for such service to the Zoning Administrator within 30 days of the effective date of this action.

- b. The security guard shall request the assistance of the Los Angeles Police Department if, based upon their training, the situation so warrants. The security guard shall cooperate with all law enforcement personnel during any investigations or inspections on the property.
- c. The security guard shall be fluent in English and will have clear instructions to enforce applicable conditions and uphold the law. The business operator and/or security guard shall not follow, impede, obstruct or delay any law enforcement personnel conducting inspections or official business at the location. The security guard shall be responsible for securing not only the subject fast food establishment but the adjacent parking lot and perimeter.
- d. The security guard shall discourage illegal and criminal activity on the subject premises and any exterior area, in effort to ensure that no activities

associated with problems such as narcotics sales, use or possession, prostitution, loitering, theft, illegal parking, and vandalism.

- e. A log for security patrol and calls to the LAPD shall be maintained by the security guard at the property, indicating the dates and times of security guard on duty and nature and resolution of any security incidents and calls to the LAPD, and shall be provided when requested by any law enforcement personnel.
  - f. The on-site manager shall be available to meet with the Police Department upon any inspection and be allowed access to the property when requested. Cooperate with any law enforcement agencies in their investigations related to the property and do not impede or interfere with their investigation.
  - g. At least one on-duty manager with authority over the activities within the subject restaurant shall be on the premises at all times that the restaurant is open for business. The on-duty manager's responsibilities shall include the monitoring of the premises to ensure compliance with all applicable State laws, Municipal Code requirements and the conditions imposed herein.
  - h. Within 30 days from the effective date, a sliding gate will be constructed on the west side of the parking lot, extending from the Tams drive thru menu to the west fence line adjacent to the north/south alley between 101st Street and Century Boulevard. This sliding gate shall remain closed at all times with the exception of permitting employee parking, loading and unloading of deliveries, and trash pick up. This gate and the gate facing the alley to the south of the property shall be constructed of a fine steel mesh, to the satisfaction of Department of Building and Safety, Los Angeles Police Department, and Council District 8.
  - i. Within 30 days from the effective date, the eastern-most driveway along 101st Street, shall be closed, limiting ingress to the site from the western-most driveway along 101st Street.
  - j. Within 30 days from the effective date, signs shall be posted throughout the site, as determined by LAPD, with language indicating that the premises is under LAPD surveillance.
13. **MODIFIED.** A camera surveillance system consisting of 5 cameras shall be installed and maintained, which covers including but not limited to: ~~parking lot areas (west and south sides of the property), pedestrian areas, the adjoining sidewalks and all common areas as well as high risk areas in consultation with the Los Angeles Police Department, Southeast Vice Unit.~~ the south parking lot

(pedestrian area and vehicle parking area), all ingress/egress points, drive-thru and walk-up windows and the pedestrian area located on the east side of the property line. Line of sight will include sidewalk area. LAPD will have remote access to the exterior cameras. Tam's shall keep all exterior cameras in good working order. Recordings shall be maintained for 30 days and shall be made available to the Police Department or other enforcement agency upon request. An on-duty manager shall have access to the camera surveillance system and shall be made available to Los Angeles Police Department at all times, including during hours of operation.

The surveillance monitors shall be located in an area where the monitors are regularly monitored by staff and/or security personnel.

Signs indicating the use of a 24-hour video surveillance system shall be posted at the driveway entrance, parking lot area and on the exterior walls facing the adjoining streets. The signs shall state the following:

WARNING  
THIS PREMISE IS UNDER 24-HOUR SURVEILLANCE  
BY THE MANAGEMENT AND THE LAPD.  
ALL CRIMINAL ACTIVITIES WILL BE DIRECTLY REPORTED TO THE  
LAPD.

The sign(s) shall be at least two square feet with 2-inch block lettering. The sign(s) shall be in English and Spanish.

Within 30 days from the effective date of this determination, the business owner/operator or property owner shall submit evidence the Zoning Administrator that shows compliance with this condition including, but not be limited to, photographs of such a posting and a letter from the LAPD, which states that the required surveillance cameras and signs have been installed/posted as required.

14. The business operator shall not allow access onto the property by persons known to them to be prostitutes, pimps, prostitution customers, parolees with prior narcotic or prostitution offenses, narcotics users, narcotics possessors, narcotics sellers or manufacturers of illegal controlled substances.
15. The business operator shall inform the Police Department immediately if any person on the property is engaging in narcotics activity, or if narcotics paraphernalia is observed on the property. All trespassers and loiterers on the property shall be immediately reported to the Police Department. [LAPD]
16. The property owner and/or the business operator shall identify a contact person and provide a 24-hour "hot line" telephone number for any inquiries or complaints from the community regarding the subject facility. Prior to the utilization of this

grant, the phone number with contact person shall be posted on the premises that is visible from Figueroa Street and 101st Street. The hot line shall be:

- posted at the driveway entrance, and the ordering counter,
- responded to within 24-hours of any complaints/inquiries received on this hot line, and
- documented in a log and available for review by the Los Angeles Police Department and the Zoning Administrator upon request on when the calls were received, returned and the action taken at a minimum.

17. No employee/security guard shall be involved in criminal activity or encourage or allow patrons to remain on the premises for more than 15 minutes. [LAPD]
18. The property owner and/or the business owner/operator shall maintain a 6-foot high wrought iron fence around the subject premise including the area between the rear parking lot and the front of the business near the ordering windows such that the entire parking lot is secured. The driveway entrances and the drive-thru are allowed to remain open for vehicular access during the permitted operating hours.

The driveways including the drive-thru shall remain closed during non-operating hours such that no vehicular/pedestrian access is permitted to the parking lot during those hours.

19. The business owner/operator shall join and actively participate in the efforts of any local business neighborhood watch, and shall meet with Southeast Area Vice Unit representatives on an as-needed basis to receive appropriate training and information regarding vice and nuisance related crimes and activity in the area. [LAPD]
20. **MODIFIED.** ~~Trash bins shall be covered and shall be located within an enclosed area, which shall be locked at all times except as necessary to deposit or empty trash bins. The trash bins enclosure area shall be constructed of concrete masonry unit (CMU) material to the satisfaction of the Department of Building and Safety.~~

~~Within 30 days from the effective date of this determination, evidence of construction of the trash enclosure shall be submitted to the Zoning Administrator for inclusion in the file.~~

The steel mesh gate and fence required by Condition 12.h shall be installed within 30 days of this approval, and are intended to secure the area for employee parking and to screen the trash bins on-site.

The operator/owner/on-duty manager shall ensure that there is no overflow of trash outside of the enclosure and that any trash (i.e., empty boxes, packing material related to food, containers) left anywhere on the property or outside of the trash

enclosure or common areas or along the alley frontage or sidewalks of the subject premises is promptly removed.

21. The property owner and/or the business owner/operator shall reimburse the City of Los Angeles applicable fees and surcharges for the subject application, as set forth at Los Angeles Municipal Code Section 19.01, within 60 days of the effective date of this determination.
22. Within 30 days of the effective date of this determination, the property owner shall record a covenant acknowledging and agreeing to comply with all the terms and conditions established herein in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Zoning Administrator for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.
23. **INDEMNIFICATION AND REIMBURSEMENT OF LITIGATION COSTS.**  
Applicant shall do all of the following:
  - i. 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.
  - ii. 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.
  - iii. 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).
  - iv. 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).

- v. 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 include 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.