

## CONDITIONS OF APPROVAL

(As Modified by the Planning and Land Use Committee on February 14, 2017)

1. 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.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use 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, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. 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.
5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Condition Compliance Unit ("CCU") and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.
6. Authorized herein is the sale and dispensing of full line of alcoholic beverages for on-site consumption, in conjunction with a 6,354 square-foot restaurant, subject to the following limitations:
  - a. Seating shall be limited to approximately 134 indoor seats provided that number of seats does not exceed the maximum allowable occupancy as determined by the Department of Building and Safety.
  - b. The hours of operation, shall be limited to 11:00 a.m. to 11:00 p.m., Sunday through Thursday and 11:00 a.m. to 2:00 a.m., Friday and Saturday.
  - c. No after-hour use is permitted, except routine clean-up. This includes but it is not limited to private or promotional events, special events, excluding any activities which are issued film permits by the City.

7. **Prior to the effectuation of this grant**, a building permit to change the use from an existing Night Club with 7 Karaoke/Music Box Rooms and a 20.4 x 68.6 Covered Patio area [Certificate of Occupancy Permit No. 01016-10000-10064, issued 1/15/2002] to a Restaurant, shall be obtained from the Department of Building and Safety. The Department of City Planning shall review and approve the construction set of plans to ensure compliance with these conditions. The applicant shall provide a copy of the final approved plans to the CCU to be maintained in the Case File.
8. The authorization granted herein for the on-site sale and dispensing of a full line of alcoholic beverages is for a period of five **(5) years** from the effective date of this grant. Thereafter, a new authorization to allow the on-site sale and dispensing of full line of alcoholic beverages will be required. The applicant is advised that he/she should allow appropriate time for a new entitlement application to be processed and the application should be approved prior to the expiration date of this grant in order to continue the sale of beer and wine at the restaurant.
9. The applicant shall file a Plan Approval application no sooner than 12 months but within 18 months from the operational date of this determination. The operational date of this determination shall be identified and confirmed by the Planning Department's Condition Compliance Unit. The Plan Approval application shall be subject to filing fees established by the Los Angeles Municipal Code Section 19.01-E. A public hearing shall be conducted subject to notification requirements established by the Los Angeles Municipal Code Section 12.24-D. The purpose of the Plan Approval is to review the effectiveness of, and compliance with the express terms of the Conditions of this grant. Upon review of the effectiveness of and compliance with the conditions, the Zoning Administrator may modify such conditions, delete, or add new ones as appropriate and require a subsequent plan approval, as necessary, and reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.
10. Should there be a change in the ownership and/or the operator of the business, the property owner and the business owner or 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. Evidence that a copy of this determination including the conditions required herewith has been provided to the prospective owner/operator, shall be submitted to the CCU in a letter from the new operator indicating the date that the new operator/management began and attesting to the receipt of this approval and its conditions. The new operator shall submit this letter to the CCU within 30-days of the beginning of her/his new operation of the establishment along with the dimensioned floor plan, seating arrangement and number of seats of the new operation.
11. The Zoning Administrator reserves the right to require that the new owner or operator file a Plan Approval application, including a 500-foot notification radius, if

it is determined that the new operation is not in substantial conformance with the approved floor plan, or has changed in mode or character from the original approval or If at any time during the period of validity of this grant, should documented evidence be submitted showing a continued violation(s) of any condition(s) of this grant resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties. The application, in association with the appropriate fees, shall be submitted to the Department of City Planning, Condition Compliance Unit within 30 days of the date of legal acquisition by the new owner or operator. The purpose of the plan approval will be to review the operation of the premise and establish conditions applicable to the use as conducted by the new owner or operator, consistent with the intent of the Conditions of this grant. 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.

12. **Prior to the effectuation of the grant**, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded 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 Development Services Center or the Condition Compliance Unit for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Condition Compliance Unit for inclusion in case file.
13. A copy of the final Department of Building and Safety approved floor plans and plot plan shall be submitted to the CCU for inclusion in the case file, within 30 days of approval.
14. **Prior to the effectuation of the grant**, a camera surveillance system shall be installed by a State licensed contractor to monitor the interior, entrance, exists and exterior areas, in front of and around the premises. Recorded tapes/images shall be maintained for a minimum period of 30 days. The tapes shall be furnished to the Los Angeles Police Department upon request. The applicant shall provide evidence of the surveillance system to the CCU by submitting an invoice/receipt from the licensed installer, photographs of the cameras installed, the central monitoring system and a schematic plan cross-referencing the camera and central system locations. The plan must be reviewed and approved by the Police Department and the Department of Building and Safety for the purpose of verification or inspections.
15. Lighting shall be installed in all areas within the business in conformance with the Los Angeles Municipal Code. The lighting shall be such that it renders all objects and persons clearly visible within the establishment. Photographic evidence of the light fixtures, indicating the locations and types of light fixture, shall be submitted to the CCU, prior to the beginning of operations.

16. At least one on-duty manager with authority over the activities within the facility shall be on the premises at all times that the facility 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 with all applicable State laws, Municipal Code requirements and the conditions imposed by the Department of Alcoholic Beverage Control (ABC) and the conditional use herein. Every effort shall be undertaken in managing the facility to discourage illegal and criminal activity on the subject premises and any exterior area over which the building owner exercises control, in effort to ensure that no activities associated with such problems as narcotics sales, use or possession, gambling, prostitution, loitering, theft, vandalism and truancy occur.
17. **Prior to the beginning of operations**, the applicant shall establish a "Designated Driver Program" which shall include, but not be limited to, signs/cards notifying patrons of the program. The signs/cards shall be visible to the customer and posted or printed in prominent locations or areas. These may include signs/cards on each table, at the entrance, at the host station, in the waiting area, at the bars, or on the bathrooms, or a statement in the menus. A copy or sample of the signs/cards shall be submitted to the CCU for inclusion in the case file.
18. **Prior to the effectuation of the grant**, electronic age verification device shall be purchased and retained on the premises to determine the age of any individual attempting to purchase alcoholic beverages and shall be installed on at each point-of-sales location. This device shall be maintained in operational condition and all employees shall be instructed in its use. A copy of the purchase receipt and photographs of the device shall be provided to the CCU for inclusion in the case file.
19. **Prior to the effectuation of the grant**, the manager of the facility shall be made aware of the conditions and shall inform his/her employees of the same. A statement with the signature, printed name, position and date signed by the manager and his/her employees shall be provided to the Condition Compliance Unit. The statement shall state,  
  
*We, the undersigned, have read and understood the conditions of approval to allow the sale and dispensing of a full line of alcoholic beverages, in conjunction with the restaurant located at 4001 W. 6<sup>th</sup> Street, and agree to abide and comply with said conditions at all times.*
20. A copy of the conditions of this letter of determination, business permit and insurance information shall be retained on the premises at all times and produced upon request by the Police Department, the Department of Building and Safety or the State Department of Alcoholic Beverage Control.
21. **Prior to the effectuation of the grant**, a 24-hour "hot line" shall be provided for complaints or concerns from the community regarding the operation. The 24-hour

phone number shall be posted at the following locations:

- a. Entry, visible to pedestrians
- b. Customer service desk, front desk or near the hostess station

The applicant shall maintain a log of all calls, detailing: (1) date complaint received; (2) nature of complaint, and (3) the manner in which the complaint was resolved. This log shall be made available to law enforcement personnel upon request and presented as part of the application if and when a new application to continue the operation is submitted to the Department. Complaints shall be responded to within twenty four hours. The applicant shall provide photographs of the sign postings and a copy of the log to the CCU for inclusion in the Case File.

22. **Within the first six months of the effectuation of the grant**, all employees involved with the sale of beer and wine shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers" (STAR). Upon completion of such training, the applicant shall request the Police Department to issue a letter identifying which employees completed the training. The applicant shall transmit a copy of the letter referencing Case No. ZA-2016-0932(CUB) from the Police Department to the Condition Compliance Unit as evidence of compliance. In the event there is a change in the licensee, within six months of such change, this training program shall be required for all new staff. The STAR training shall be conducted for all new hires within two months of their employment.
23. **Prior to the effectuation of the grant**, the applicant shall submit the restaurant's menu to document that the premises shall be maintained as a bona fide restaurant/café. Food service shall be available at all times during operating hours.
24. The applicant shall be responsible for monitoring both patron and employee conduct on the premises and within the parking areas under control to assure behavior that does not adversely affect or detract from the quality of life for adjoining residents, property owners, and businesses.
25. The exterior windows and glass doors of the restaurant shall be maintained substantially free of signs and other materials from the ground to at least six (6) feet in height above the ground so as to permit surveillance into the location by Police and/or private security. Updated photographic evidence shall be provided to the CCU **prior to the beginning of operations**.
26. Loitering is prohibited on or around these premises or the area under the control of the applicant. "No Loitering or Public Drinking" signs shall be posted in and outside of the subject facility. Signs shall be in English and in the predominant language of the facility's clientele. Photographic evidence shall be provided to the CCU **prior to effectuation of the grant**.

27. The applicant shall be responsible for maintaining the area adjacent to premises over which they have control, free of litter.
28. Any music, sound or noise including amplified or acoustic music which is under control of the applicant shall not constitute a violation of Sections 112.06 or 116.01 of the Los Angeles Municipal Code (Citywide Noise Ordinance) and shall not be audible beyond the subject premises. At any time during the term of the grant a City inspector may visit the site during operating hours to measure the noise levels using a calibrated decibel/sound level meter. If, upon inspection, it is found that the noise level exceeds those allowed by the Citywide Noise Ordinance, the owner/operator will be notified and will be required to modify or, eliminate the source of the noise or retain an acoustical engineer to recommend, design and implement noise control measures within property such as, noise barriers, sound absorbers or buffer zones.
29. No conditional use for dancing has been requested or approved herein. Dancing is prohibited.
30. There shall be no Adult Entertainment of any type pursuant to LAMC Section 12.70.
31. Coin operated game machines, pool table or similar game activities or equipment shall not be permitted. Official California State lottery games and machines are allowed.
32. No piano bar, no juke box, no disc jockey, no video games and no form of live entertainment has been requested or approved herein.
33. Karaoke shall not be permitted.
34. Partitions, booths or dining rooms shall not be permitted. No obstructions within the interior space of the facility that restrict, limit or obstruct the clear observation of the occupants shall be permitted. **Prior to the beginning of operations** a permit shall be obtained from the Department of Building and Safety for removal of existing partitions, booths and/or dining rooms.
35. No enclosed room, other than restrooms, intended for the use by patrons or customers shall be permitted. No private dining room with a separate access door shall be permitted.
36. **Verification and Inspection Program.** At any time, before, during, or after operating hours, a City inspector will conduct a site visit to assess compliance with, or violations of, any of the conditions of this grant. Observations and results of said inspection will be documented and used to rate the operator according to the level of compliance. If a violation exists, the owner/operator will be notified of the deficiency or violation and will be required to correct or eliminate the deficiency or

violation. Multiple or continued documented violations or Orders to Comply issued by the Department of Building and Safety which are not addressed within the time prescribed therein, may result in denial of future requests to renew or extend this grant.

**37. 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 \$25,000. 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.