

DRAFT CONDITIONS OF APPROVAL

PUBLIC HEARING *DE NOVO* TO CONSIDER A USE PERMIT TO UPGRADE AN EXISTING ALCOHOL LICENSE FROM ALLOWING OFF-SALE BEER AND WINE TO ALLOW OFF-SALE BEER, WINE AND DISTILLED SPIRITS AT AN EXISTING CONVENIENCE STORE AT 1221 ARTESIA BOULEVARD, SUITE 101, AND ASSOCIATED ENVIRONMENTAL DETERMINATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (7-ELEVEN)

General

1. The project shall be in substantial conformance with the project description that was submitted to the City Council on April 19, 2022, and as amended and conditioned. Any substantial deviation from the approved project description, shall require review by the Community Development Director to determine if approval from the Planning Commission is required.
2. Any questions of intent or interpretation of any condition will be reviewed by the Community Development Director to determine if Planning Commission review and action is required.
3. Modifications and improvements to the tenant space shall be in compliance with applicable Building Division and Health Department regulations when applicable.

Operation

4. The subject business shall obtain approval from the California Department of Alcoholic Beverage Control and comply with all required conditions of approval for the license.
5. Alcoholic beverage sales shall be limited to off-site consumption only. On-site consumption of alcoholic beverages and/or seating is prohibited
6. Sales of alcoholic beverages are allowed from 6 A.M. to 2 A.M. or as specified by the alcohol license issued by the Department of Alcoholic Beverage Control.
7. Distilled spirits must be kept in a location that is inaccessible to customers and directly accessed only by employees.
8. The operators of the business shall train staff how to properly address and prevent loitering and other security concerns outside the subject business.
9. A security and lighting plan shall be submitted to the Police and Community Development Departments for review and approval.

10. The management of the property shall police the property during its tenants' hours of operation to keep it free of litter and food debris.
11. Store windows must remain clear of obstructions as to allow interior visibility of store from the outside for safety and security purposes.
12. Noise emanating from the property shall be within the limitations prescribed by the City Noise Ordinance and shall not create a nuisance to nearby property owners.
13. The business shall maintain compliance with all Fire and Building occupancy requirements at all times.

Procedural

14. The Community Development Department and City enforcement staff shall be allowed to inspect the subject business at any time.
15. City staff will periodically review the approved use to determine compliance with conditions imposed and Municipal Code requirements.
16. Upon determination that there are reasonable grounds for revocation or modification of the Use Permit, the Planning Commission or City Council may review the Use Permit in accordance with the requirements of the [MBMC Chapter 10.104](#). Modification may consist of conditions deemed reasonable to mitigate or alleviate impacts to adjacent land uses.
17. Terms and Conditions are Perpetual; Recordation of Covenant. The provisions, terms and conditions set forth herein are perpetual, and are binding on the property owner, its successors-in-interest, and, where applicable, all tenants and lessees of the site. Further, the property owner shall submit the covenant, prepared and approved by the City, indicating its consent to the conditions of approval of this Resolution, and the City shall record the covenant with the Office of the County Clerk/Recorder of Los Angeles. Property owner shall deliver the executed covenant, and all required recording and related fees, to the Department of Community Development within 30 days of the adoption of this Resolution. Notwithstanding the foregoing, the Director may, upon a request by property owner, grant an extension to the 30-day time limit. The project approval shall not become effective until recordation of the covenant.
18. *Indemnity, Duty to Defend and Obligation to Pay Judgments and Defense Costs, Including Attorneys' Fees, Incurred by the City.* The operator shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review thereof. The

operator shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding. The City shall promptly notify the operator of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. If the City fails to promptly notify the operator of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, the operator shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. The operator shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Section shall be construed to require the operator to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. The operator shall deposit said amount with the City or enter into an agreement with the City to pay such expenses as they become due.