

CONDITIONS OF APPROVAL

Pursuant to Section 12.24-U,24.C, of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

Entitlement Conditions

1. **Use.** The use of the subject property shall be limited to a private swim school, with a maximum enrollment of 18 students per day.
2. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the attached plans labeled as Exhibit A, stamped, signed and dated by Department of City Planning Staff, attached to the subject case file, and except as modified by this action.
3. **Occupancy.** The applicant/operator of the swim school must be the principal resident on the site.
4. **Parking.** A minimum of four parking spaces (two-car tandem) shall be provided. Participants shall be required to utilize on-site spaces in lieu of parking on the street.
5. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source does not illuminate any adjacent properties, the public right-of-way, or the above night skies.
6. 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.

School Administration Conditions

7. All school administrators shall be provided a copy of the subject determination.
8. **Operational Limitations.**
 - a. Instruction shall be limited to the following hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. No instruction shall be permitted on Saturday and Sunday.
 - b. There shall be a limit of a maximum of six classes per day. Classes shall be limited to a maximum of three students per class.
 - c. Sessions/Class Schedule shall be permitted as follows:

Swim to Bill Summer Schedule (June 1 – August 31) 8AM – 12:15PM							
Session	Times	Kids	Monday	Tuesday	Wednesday	Thursday	Friday
Session 1 9 Classes	8:00am to 8:30am	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 2 9 Classes	8:45am to 9:15am	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 3 9 Classes	9:30am to 10:00am	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 4 9 Classes	10:15am to 10:45am	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 5 9 Classes	11:00am to 11:30am	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5

Session 6 9 Classes	11:45am to 12:15pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Total = 6 Sessions	Total Hours of Instruction: 3	Total = 18 Kids					

Swim to Bill Spring/Fall Schedule (February 1 to May 31, September 1 to October 15) 12:45PM – 5:00PM							
Session	Times	Kids	Monday	Tuesday	Wednesday	Thursday	Friday
Session 1 9 Classes	12:45pm to 1:15pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 2 9 Classes	1:30pm to 2:00pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 3 9 Classes	2:15pm to 2:45pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 4 9 Classes	3:00pm to 3:30pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 5 9 Classes	3:45pm to 4:15pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Session 6 9 Classes	4:30pm to 5:00pm	3	Day 1/ Day 6	Day 2/ Day 7	Day 3/ Day8	Day 4/ Day 9	Day 5
Total = 6 Sessions	Total Hours of Instruction: 3	Total = 18 Kids					

9. **Traffic Management Program.** Student drop-off/pick-up activities shall be located on-site located on the double tandem driveway, subject to the following conditions:

- a. As a condition of enrollment, the school shall inform parents, students, faculty and staff in writing of all rules regulating school drop-off/pick-up and parking.

10. **Trash.** The applicant shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, including any sidewalks bordering the site.

11. **School Noise.**

- a. **Public Address System.** No outdoor public address system shall be installed or maintained on the subject property. No paging system shall be installed which is audible outside the building in which it is located.
- b. No amplified music or loud non-amplified music is permitted outside.
- c. **Signs.** Signs shall be posted in the rear yard and along the northerly walkway advising parents and children to be mindful of adjacent neighbors and to keep noise to a minimum.
- d. Compressors and other equipment which may introduce noise impacts beyond any property line shall be enclosed or otherwise attenuated so as to be inaudible off-site.

12. **Review and Compliance.**

- a. A complaint log shall be kept by the school and include the complainant's name, date and time of complaint, phone number, email address, the nature of the complaint, the date and time of the response of the complaint, and a description of how the issue was responded to or resolved. Record of all complaints must be maintained on the premise. Information on how the public can report concerns or complaints shall be posted online on the school's website, and prominently at the school visible from the public right of way, 10 days prior to the beginning of each school year for public reference.
- b. If at any time during the period of the grant, should documented evidence be submitted showing continued violation(s) of any condition of the grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Director of Planning will have the right to require the applicant or school administration to file for a plan approval.

Administrative Conditions

13. **Approvals, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews 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.
14. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
15. **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.
16. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
17. **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.
18. **Building Plans.** 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 Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
19. **Corrective Conditions.** 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 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.

20. 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 (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 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.