Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead

Richard J. Bruckner
Director

March 31, 2011

TO: Mitch Glaser
Hearing Officer

FROM: Diane Aranda
Zoning Permits East Section

SUBJECT: PROJECT NO. 93190-(4)
NONCONFORMING REVIEW NO. 200900005
APRIL 5, 2011 Hearing Officer
Agenda Item No. 8

Attached are the revised Draft Conditions illustrating modifications to number 18 (d), (e), and (i). Modifications to the Draft Conditions are as follows:

d. Vehicles used for the picnic business shall only be stored in the designated striped parking spaces located to the rear of the subject property.

e. A maximum of three delivery trucks related to the florist business shall be parked on the front westerly portion of the subject property, except within 5 feet from the existing single-family dwelling.

i. Storage of trailers (other than the two office trailers), old cars and/or household equipment, such as refrigerators, stoves, freezers etc. not related to the florist and picnic business shall be prohibited in all required yard areas.

Please let me know if you have questions.

MM:DA

1. This grant authorizes the continued operation and maintenance of an existing florist preparation/retail business, and seasonal picnic equipment rental business including the outdoor storage of equipment and vehicles appurtenant to the existing uses. The subject property is located on two parcels, a total of 2.2 acres, located in the A-1-5 (Light Agricultural-5 Acre Required Lot Minimum) Zone in the Workman Mill Zoned District within the unincorporated community of North Whittier. The use of the subject property as depicted on the approved Exhibit "A" is subject to all of the following conditions:

2. Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation, or other entity making use of this grant.

3. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Department of Regional Planning their affidavit stating that they are aware of, and agree to accept, all of the conditions of this grant and that the conditions of the grant have been recorded as required by Condition No. 8, and until all required monies have been paid pursuant to Condition No.16. Notwithstanding the foregoing, this Condition No. 3, and Condition Nos. 4, 5, and 6 shall be effective immediately upon final approval of this grant by the County. The recorded affidavit shall be filed and the required monies shall be paid by June 5, 2011.

4. The permittee shall defend, indemnify and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The County shall notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense.

5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within ten days of the filing pay the Department of Regional Planning an initial deposit of $5,000, from which actual costs shall be billed and deducted for the purpose of defraying the expenses involved in the Department's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to permittee or permittee's counsel. The permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted:

   a. If during the litigation process, actual costs incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

   b. At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein.

   The cost for collection and duplication of records and other related documents will be paid by the permittee in accordance with Los Angeles County Code Section 2.170.010.

6. This grant will expire unless used within two years from the date of approval. A single one-year time extension may be requested in writing with the appropriate fee before the expiration date.

7. If any material provision of this grant is held or declared to be invalid, the permit shall be void and the privileges granted hereunder shall lapse.

8. Prior to the use of this grant, the property owner or permittee shall record the terms and conditions of the grant in the office of the County Recorder. In addition, upon any transfer or lease of the subject property during the term of this grant, the property owner shall promptly provide a copy of the grant and its terms and conditions to the transferee or lessee of the subject property.

9. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions.

10. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission or a hearing officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or hearing officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance.

11. All requirements of the Zoning Ordinance and of the specific zoning of the subject property must be complied with unless specifically modified by this grant, as set forth in these conditions or shown on the approved plans.

12. All structures shall comply with the requirements of the Division of Building and Safety of the Los Angeles County Department of Public Works.

13. Upon receipt of this letter, the permittee shall contact the Fire Prevention Bureau of the Los Angeles County Fire Department to determine what facilities may be necessary to protect the property from fire hazard. Any necessary facilities shall be provided as may be required by said Department.

14. All structures, walls, and fences open to public view shall remain free of extraneous markings, drawings, or signage. These shall include any of the above that do not directly relate to the use subject to this grant or that do not provide pertinent information about the premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization. In the event such extraneous markings occur, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

15. The subject property shall be developed and maintained in substantial conformance with the approved revised Exhibit "A". If other changes to the site plan are required as a result of instruction given at the public hearing, a Revised Exhibit "A" shall be submitted to the Department of Regional Planning within sixty (60) days of the date of approval for the conditional use permit. All revised plot plans must be accompanied by the written authorization of the property owner.

16. **This grant will terminate on April 5, 2026.**
Entitlement to use of the property thereafter shall be subject to the regulations then in effect. At least six (6) months prior to the expiration of this permit and in the event that the permittee intends to continue operations after such date, a new conditional use permit application shall be filed with the Department of Regional Planning. The application shall be a request for continuance of the use permitted under this grant, whether including or not including modification to the use at that time.

17. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity in violation of any such law, statute, ordinance, or other regulation shall be a violation of these conditions. Prior to the use of this grant, the permittee shall deposit with the County of Los Angeles the sum of **$1,600.00**. The monies shall be placed in a performance fund, which shall be used exclusively to compensate the Department of Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval, including conformance with the approved site plan on file. The fund provides for **8 biennial (one every other year)** inspections. Inspections shall be unannounced.

    If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any condition of this grant, the permittee shall be financially responsible for and shall reimburse the Department of Regional Planning for all additional inspections and for any enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be the amount equal to the recovery cost at the time of payment. The current recovery cost is $200.00 per inspection.

17. Any sign to be located on the subject property is subject to a separate sign review that shall be filed for review and approval to the Department of Regional Planning.

18. This grant allows the continued operation and maintenance of a florist and seasonal picnic rental business, including storage of business-related equipment and vehicles, and is subject to the following conditions:

    a. Approval of this grant shall not permit construction, alteration, enlargement or expansion of any structures, or any modification of use, except as may be permitted under Section 22.56.1510 of the Zoning Ordinance. Any modification,

addition, or enlargement provided by said Section 22.56.1510 shall first be approved by the Director of Planning;

b. Within sixty (60) days of the approval date of this grant, the permittee shall submit to the Director for review and approval four (4) copies of a revised Exhibit "A", similar to that presented at the public hearing, that clearly depicts the correct amount of parking on-site, the location of all existing sheds and storage units pursuant to Section 22.24.080 and 22.48.140. The property shall be developed and maintained in substantial conformance with the approved revised Exhibit "A". All revised plot plans must be accompanied by the written authorization of the property owner;

c. Equipment and vehicles not used in conduct of the florist or the picnic rental equipment business shall not be stored or maintained on the subject property;

d. Vehicles used for the picnic business shall only be stored in the designated striped parking spaces located to the rear of the subject property;

e. A maximum of three delivery trucks related to the florist business shall be parked on the front westerly portion of the subject property, except within 5 feet from the existing single-family dwelling;

f. Within 60 days of the approval date of this grant, the permittee shall contact the South Whittier Building and Safety Office for assistance in legalizing the existing unpermitted storage buildings that are more than 120 square feet in size;

g. No junk, debris disabled vehicles, or miscellaneous materials or storage can be kept in the rear yard at anytime. No vehicles shall be repaired in the rear yard;

h. No posters or banners are allowed;

i. Storage of trailers (other than the two office trailer), old cars and/or household equipment, such as refrigerators, stoves, freezers, etc. not related to the florist and picnic business shall be prohibited in all required yard areas;

j. The property shall remain free of trash, litter, and other debris;

k. All driveways and parking areas shall be maintained in good condition;

l. The permittee shall maintain all landscaping in a neat, clean and healthful condition, including proper pruning, weeding, litter removal, fertilizing, watering and replacement of dead or unhealthful plants; and

m. Parking or storage of vehicles associated with use of this property outside the development's property boundaries is prohibited unless authorized by applicable law or pursuant to a valid permit.

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3/31/2011