

LOS ANGELES COUNTY  
DEPARTMENT OF REGIONAL PLANNING

DRAFT CONDITIONS OF APPROVAL  
PROJECT NO. PRJ2021-000954-(2)  
CONDITIONAL USE PERMIT NO. RPPL2020009547

**PROJECT DESCRIPTION**

The project is the continued operation and maintenance of an existing charter high school subject to the following conditions of approval:

**GENERAL CONDITIONS**

1. **Permittee.** Unless otherwise apparent from the context, the term “Permittee” shall include the applicant, owner of the property, and any other person, corporation, or other entity making use of this grant.
2. **Affidavit of Acceptance.** 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 Los Angeles County ("County") Department of Regional Planning (“LA County 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. 7, and until all required monies have been paid pursuant to Condition No. 10. Notwithstanding the foregoing, this Condition No. 2 and Condition Nos. 4, 5, and 9 shall be effective immediately upon the date of decision of this grant by the County.
3. **Date of Final Approval.** Unless otherwise apparent from the context, the term “date of final approval” shall mean the date the County’s action becomes effective pursuant to County Code Section 22.222.230 (Effective Date of Decision and Appeals).
4. **Indemnification.** 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 or any other applicable limitations period. The County shall promptly notify the Permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense. If the County fails to promptly notify the Permittee of any claim, action, or proceeding, or if the County fails to cooperate reasonably in the defense, the Permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
5. **Litigation Deposit.** 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 make an initial deposit with LA County Planning in the amount of up to \$5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in LA County Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to Permittee or Permittee's counsel.

If during the litigation process, actual costs or expenses 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 \$5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the Permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the Permittee according to County Code Section 2.170.010 (Fees for Providing County Records).

6. **Invalidation.** If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void and the privileges granted hereunder shall lapse.
7. **Recordation.** Prior to the use of this grant, the Permittee, or the owner of the subject property if other than the Permittee, shall **record the terms and conditions** of the grant in the office of the County Registrar-Recorder/County Clerk (i.e. Recorder's Office). In addition, upon any transfer or lease of the property during the term of this grant, the Permittee, or the owner of the subject property if other than the Permittee, shall promptly provide a copy of the grant and its conditions to the transferee or lessee of the subject property.
8. **Grant Term. This grant shall terminate on March 17, 2041.** Entitlement to use of the property thereafter shall be subject to the regulations then in effect. If the Permittee intends to continue operations after such date, whether or not the Permittee proposes any modifications to the use at that time, the Permittee shall file a new Conditional Use Permit application with LA County Planning, or shall otherwise comply with the applicable requirements at that time. Such application shall be filed at least twelve months prior to the expiration date of this grant and shall be accompanied by the required fee. In the event that the Permittee seeks to discontinue or otherwise change the use, notice is hereby given that the use of such property may require additional or different permits and would be subject to the then-applicable regulations.
9. **Expiration.** This grant shall expire unless used within ninety (90) days from the date of decision for this grant. A single thirty (30) day time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date. For the purposes of this provision, continued operation of the charter high school and satisfaction of Condition No. 2 shall be considered use of this grant.
10. **Inspections.** 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. No provision of any easement of or any other encumbrance on the property shall exempt the Permittee and/or property owner from compliance with these conditions and applicable regulations. Inspections shall be made to ensure compliance with the conditions of this grant as well as to ensure that

any development undertaken on the subject property is in accordance with the approved site plan on file. The Permittee shall deposit with the County the sum \$3,760, which shall be placed in a performance fund and be used exclusively to reimburse LA County Planning for all expenses incurred while inspecting the premises to determine the Permittee's compliance with the conditions of this grant. The fund provides for eight (8) inspections.

Inspections may be unannounced. Inspections may be conducted utilizing any available technologies, including, but not limited to, unmanned aircraft systems (UAS). Use of a UAS requires the consent of the Permittee pursuant to LA County Planning's UAS policy, which may be updated from time to time, and which shall be provided to the Permittee upon request.

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 one of the conditions of this grant, the Permittee shall be financially responsible and shall reimburse LA County Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be \$470.00 per inspection, or the current recovery cost established by LA County Planning at the time any additional inspections are required, whichever is greater.

11. **Revocation.** 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 ("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, or as otherwise authorized pursuant to County Code Chapter 22.238 (Modifications and Revocations). Failure of the Permittee to cease any development or activity not in full compliance shall be a violation of these conditions and may result in revocation.
12. **County Fire Code.** All development pursuant to this grant shall comply with the requirements of Title 32 (Fire Code) of the County Code to the satisfaction of the County Fire Department.
13. **County Public Works Requirements.** All development pursuant to this grant shall comply with the requirements of the County Department of Public Works ("Public Works") to the satisfaction of said department.
14. **Exhibit "A."** All development pursuant to this grant shall comply with the requirements of Title 22 (Planning and Zoning) of the County Code and of the specific zoning of the subject property, unless specifically modified by this grant, as set forth in these conditions, including the approved Exhibit "A," or a revised Exhibit "A" approved by the Director of LA County Planning ("Director").
15. **Maintenance.** The Permittee shall maintain the subject property in a neat and orderly fashion. The Permittee shall maintain free of litter all areas of the premises over which the Permittee has control.

16. **Graffiti.** All structures, walls and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by LA County Planning. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization.

In the event of graffiti or other extraneous markings occurring, the Permittee shall remove or cover said markings, drawings, or signage within 48 hours, 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.

17. **Revisions to the Exhibit "A."** The subject property shall be developed and maintained in substantial conformance with the plans marked Exhibit "A." If changes to any of the plans marked Exhibit "A" are required as a result of instruction given at the public hearing, **an electronic copy** of a modified Exhibit "A" shall be submitted to LA County Planning by **May 17, 2026**.
18. **Subsequent Revisions to the Exhibit "A."** In the event that subsequent revisions to the approved Exhibit "A" are submitted, the Permittee shall submit **an electronic copy** of the proposed plans to the Director for review and approval. All revised plans must substantially conform to the originally approved Exhibit "A." All revised plans must be accompanied by the written authorization of the property owner(s) and applicable fee for such revision.
19. **Conditions of Approval Maintained on the Premises.** The conditions of this grant shall always be retained on the premises and shall be immediately produced upon request by any County Sheriff or LA County Planning staff. The manager and all employees of the facility shall be knowledgeable of the conditions herein. Violation of the conditions herein may subject the use to the provisions of County Code Chapter 22.238 (Modifications and Revocations).

#### **PROJECT SITE-SPECIFIC CONDITIONS**

20. **Scope of Approval.** This grant shall authorize a public charter school which may serve students from kindergarten through the 12<sup>th</sup> grade, up to a maximum enrollment of 640 students, as depicted on the approved Exhibit "A."
21. **Hours for School Instruction.** Formal school instruction shall be limited from 7:30 a.m. to 4:30 p.m., Monday through Friday. The starting and ending time of instruction, within these hours, is at the discretion of the Permittee.
22. **Student Drop-off and Pick-up Operations.** For the purposes of implementing these conditions, 30 minutes before the start of instruction and 30 minutes after the end of instruction shall be considered the time designated for student drop-off and pick-up operations, respectively. The Permittee may designate a longer time period for such activities, subject to compliance with Condition Nos. 23 and 33 through 38, below.

23. **Staff Parking.** All staff working on the premises shall not enter or exit the parking lot within 15 minutes of student drop-off and pick-up operations.
24. **Speakers and Noise Control.** Loudspeakers and/or amplifying systems shall be prohibited on the premises. Any audible noise at the premises shall comply with County Code Chapter 12.08 (Noise Control) to the satisfaction of the County Department of Public Health.
25. **Loitering.** Unsupervised loitering of students around the exterior of the premises shall be prohibited during student drop-off and pick-up operations.
26. **Recycling and Solid Waste Storage.** Recycling and solid waste generated on-site shall be stored in closed receptacles, within a designated area as depicted on the approved Exhibit "A," and shall not be visible from the street.
27. **Exterior Lighting.** All exterior lighting fixtures used on-site shall be full cutoff fixtures. All exterior lighting fixtures shall be fully shielded to confine light spread on-site. Lighting used on-site shall be hooded and not impact surrounding or neighboring properties. The type and location of site and building lighting shall preclude direct glare onto adjoining properties, streets, or skyward.
28. **Vehicular Circulation.** Vehicular circulation areas shall be maintained as depicted on the approved Exhibit "A" and shall be clear and unobstructed by any structures, parked vehicles, or storage.
29. **Required Bicycle Parking.** The Permittee shall provide at least the minimum bicycle parking as required by County Code Section 22.112.100 (Bicycle Parking Spaces and Bicycle Facilities), calculated at a ratio of four spaces for every classroom for short-term bicycle parking, and one space for every 10 classrooms for long-term bicycle parking. The existing school has 29 classrooms which would require not less than 116 short-term spaces and three long-term spaces be provided based on the applicable ratio. The Permittee shall provide at least the minimum bicycle parking no later than two years after the date of decision for this grant, or by **March 17, 2028**.

If the Permittee alters the property with an addition of more than 15,000 square feet of floor area so as to provide less parking than the minimum requirement, the Permittee shall submit an application for a parking permit, variance, or other applicable permit, as determined by the Director, within 90 days of such occurrence.

30. **Community Meetings.** If any violation of the conditions of this grant is reported or discovered, and a Notice of Violation is issued, LA County Planning may require the Permittee to hold a community meeting to address such violation(s) in such manner to the satisfaction of the Director, subject to the following requirements:
  - a. **Intent.** The Permittee shall conduct such meeting in good faith to discuss the reported issue(s), concern(s), and/or violation(s) with the community and to identify specific action(s) for mitigation and resolution.

- b. **Location and Time.** The meeting shall occur on the premises, during a weekday, and it shall begin no earlier than the end of student pick-up operations for that day.
  - c. **Noticing.** The Permittee shall mail a notice of the meeting to the current property owners within a 500-foot radius of the exterior boundaries of the property lines, at least two weeks before the meeting. Copies of the notice shall also be made available in the main office and to any interested student, parent, or nearby resident.
  - d. **Compliance.** The Permittee shall provide LA County Planning a copy of the meeting notice, the address list used for mailing, the meeting agenda, the meeting minutes describing the issues addressed, and the proposed action to mitigate the issue(s), concern(s), and/or violation(s) raised.
31. **Public Works Conditions.** The Permittee shall comply with all conditions set forth in the attached Public Works, Traffic and Safety Mobility Division, letter dated May 29, 2024.
32. **Signing and Striping Improvements.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall submit a Signing and Striping Plan, and shall construct the improvements approved therein, to the satisfaction of Public Works.
33. **Informative Materials.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall provide parents and caregivers of students with informative materials regarding drop-off and pick-up operations, further described in Condition Nos. 34 through 38, below.
- a. **Distribution Schedule.** These materials shall be distributed on an annual basis, at least once before the first day of formal instruction in each school year.
  - b. **Review and Amendments.** The Permittee shall submit a copy of the informative materials to LA County Planning and Public Works for review and shall amend the content and/or format of the informative materials upon request by either LA County Planning or Public Works.

#### **CIRCULATION PLAN – STUDENT DROP-OFF AND PICK-UP CONDITIONS**

34. **Student Driving Prohibited.** Students shall be prohibited from driving to, driving from, or parking at the premises.
35. **Access and Queueing.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall ensure the following:
- a. The site shall accommodate at least 33 vehicles in queue;
  - b. The driveway on South Western Avenue shall restrict vehicular ingress and egress to right turns only; and
  - c. Left turn egress onto South Western Avenue shall be strictly prohibited at all times.
36. **Monitors.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall provide at least five (5) staff to monitor student drop-off and pick-up operations.

37. **Driveway Monitor.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall provide at least one (1) additional staff to monitor the driveway on South Western Avenue, not stationed within the public right-of-way, to serve as a crossing guard to facilitate the crossing of students across the driveway.
38. **Processing Points.** Pursuant to the attached Public Works letter dated May 29, 2024, the Permittee shall provide five (5) designated drop-off and pick-up processing points.

Attachments:

Exhibit D-1 Public Works, Traffic and Safety Mobility Division, Letter dated May 29, 2024