

**DRAFT**  
**CONDITIONS OF APPROVAL FOR TEMPORARY USE PERMIT**  
**("TUP-2025-025 ") AT 2909 SUPPLY AVENUE**

1. TUP-2025-025 only allows temporary events, in conjunction with an existing restaurant, resulting in 250 or less attendees for a duration of 6 months.
2. Extension: One additional 6-month extension may be allowed subject to the review and approval of the Director, if the Applicant adheres to the conditions imposed by the City Council and the temporary operations have been occurring without any major issues or complaints. The original term and a 6-month extension cannot exceed a one-year approval period unless approved by City Council.
3. The temporary events must be a part of the existing restaurant operations.
4. Events limited to up to 1,000 persons are allowed through this Temporary Use Permit, with larger events allowed subject to the provision of additional off-site parking to the satisfaction of the Director.
5. A bond or other surety approved by the City Attorney in the amount of \$25,000 must be deposited with the City for the purpose of defraying costs that the City may incur to mitigate potential nuisances related to this approval such as property cleanup, additional public safety, extra City staff time, or other resources needed. Additional surety amounts may be required if costs exceed initial amount.
6. The temporary events must be in full compliance with the conditions of approval for CUP No. 23-05, including limitations of sale and consumption of alcohol approved to occur during the restaurant's normal business hours, Monday through Sundays from 10:30 a.m. - 10:00 p.m. pursuant to CUP No. 23-05.
7. Sale and consumption of alcohol must comply with limitations of CUP No. 23-05 and alcohol license from Alcoholic Beverage Control (ABC).
8. The Applicant must provide the following additional documents prior to hosting their first event:
  - a. List of events with date, type, hours, duration, and approximate number of attendees,
  - b. Site Plan showing existing buildings, structures, and number of parking stalls provided onsite,
  - c. Floor Plan showing the interior building configuration with the use of each room and square footage for rooms where events will be held,
  - d. Parking Plan identifying location, and number of off-site parking stalls,
  - e. Security Plan outlining the type, amount and duration of security that will be provided for events to prevent loitering, unlawful drinking in public, promoting a drugfree environment and discouraging unruly behavior,

- f. Maintenance Plan outlining the measures that will be taken to ensure that the property and nearby vicinity is kept clean and clear of any trash and debris, and
  - g. Nuisance Response Plan that identifies who the responsible person is should the City receive any nuisance complaints and the steps that the Applicant intends to take to remedy complaints related to excessive noise, illegal parking, obstruction of public spaces, violence, unpleasant odors, health hazards, safety or any other nuisances that interfere with the general public health and welfare.
- 9. The abandonment or non-use of this approval for a period of one year shall terminate the approval without further action of the City Council, and any privileges granted thereunder shall become null and void.
- 10. The property shall be developed and maintained in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.
- 11. If the Director of Economic Development and Planning determines that a situation is detrimental to the public health, safety, and welfare has arisen due to the subject operation, the Director may require changes to the operation, additional studies to be undertaken, and the implementation of additional measures to protect the public's interest.
- 12. Violation of any of the conditions of the approval shall be cause for revocation and termination of all rights thereunder.
- 13. The applicant shall comply with all the conditions and requirements as set forth by any City or other governing body and shall obtain all necessary permits as required.
- 14. The applicant shall comply with all city, county, and state regulations as they pertain to the sale of alcoholic beverages.
- 15. The existing restaurant shall comply with all the alcohol sales conditions pursuant to the Commerce Municipal Code Chapter 19.31, Division 3 as well as all ABC conditions and licensing requirements.
- 16. The Director of Economic Development and Planning shall have the authority to initiate proceedings to suspend or revoke this Temporary Use Permit if sufficient cause is given.
- 17. The City has the right of way to inspect the premises to verify compliance with conditions of this approval and to determine compliance with all applicable sections of municipal code.

18. Any changes to the operation of the subject use shall be reviewed by City staff prior to implementation. Any future changes to the operation must be in substantial compliance with this Temporary Use Permit as determined by the Director of Economic Development and Planning.
19. The Director of Economic Development and Planning is authorized to make modifications to the conditions if such modifications shall achieve substantially the same results as would strict compliance with said conditions.
20. The Applicant shall sign, notarize, and return to the Economic Development and Planning Department an affidavit accepting all Conditions of Approval within 10 days from the date of the approval, unless appealed. The Applicant acknowledges and understands that all conditions set forth are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this Temporary Use Permit non-binding as against the City and shall confer Applicant no legal rights under the law.
21. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.

**- END OF CONDITIONS -**