

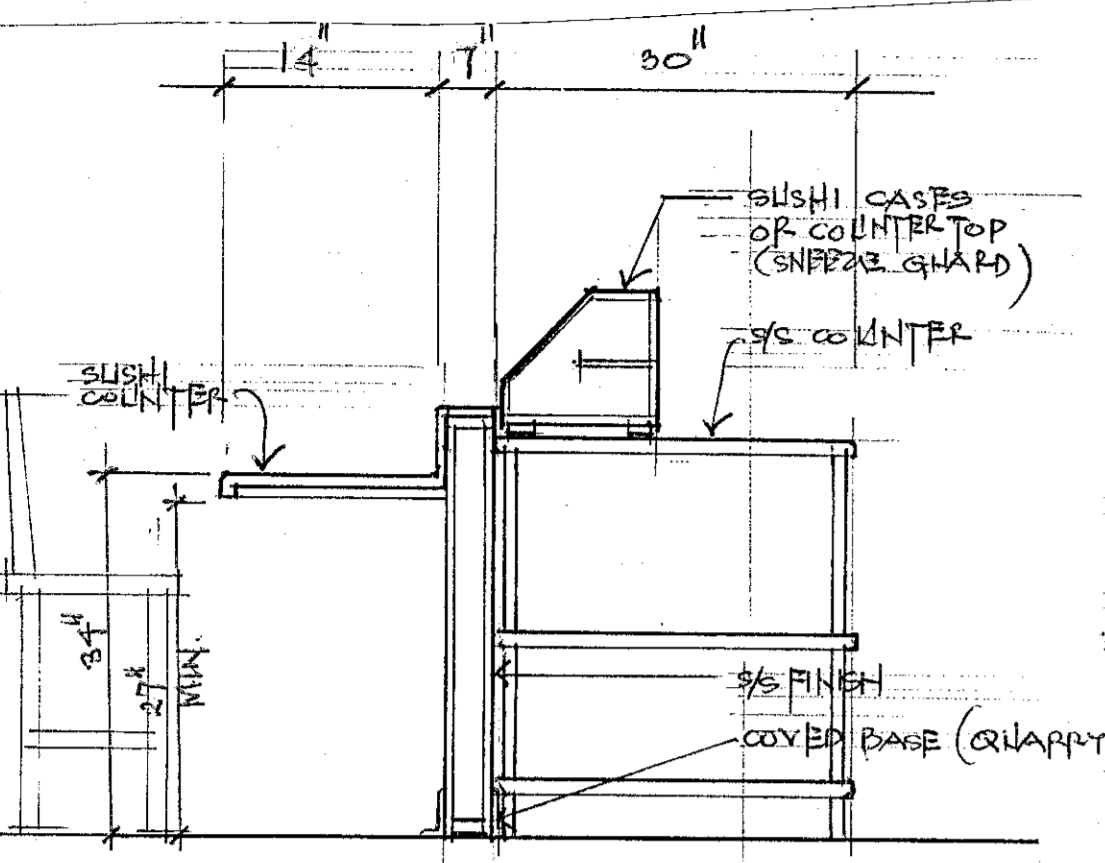


CITY OF  
**MONROVIA**  
Community Development Department

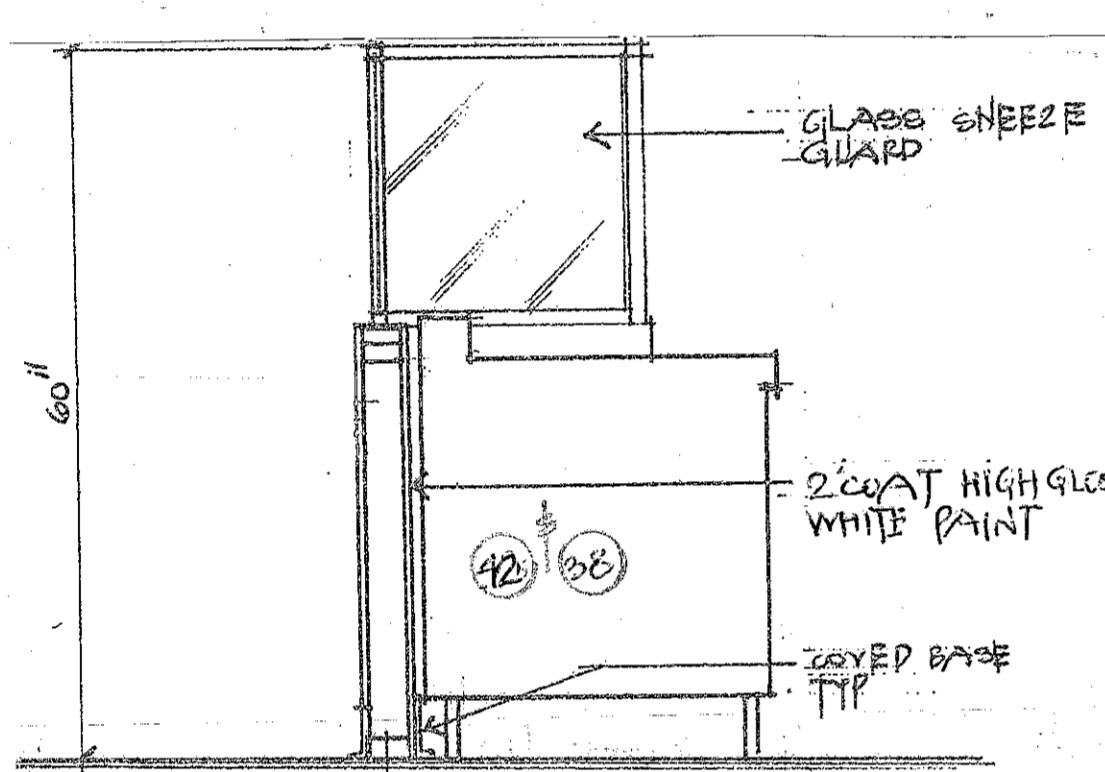
**MEETING BODY:** Development Review Committee  
**MEETING DATE:** October 16, 2024  
**APPLICATION:** Advisory Review (AR2024-0006)  
**PROJECT SITE:** 618 South Myrtle Avenue  
**AGENDA ITEM:** AR-2  
**PREPARED BY:** Austin Arnold, Assistant Planner

Please find the attached supplemental documents for the proposed project:

- Project Plans
- Menu
- Draft Conditions of Approval



SECTION C SUSHI COUNTER  
3/4" = 1'-0"



SECTION D SUSHI COUNTER  
3/4" = 1'-0"

FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALL	CEILING	REMARK
(E) KITCHEN	PRD. SMOOTH GILAPPEY TILE	2" H. GILAPPEY COATED W/ 3/8" PAD	2 COAT HIGH GLOSS WHITE PAINT ON DRY WALL - SMOOTH *	SMOOTH WASHABLE TYP. PLASTER WALL BEHIND ALL SIDES OF COOKING AREA	F.W. 3/8"
(E) SUSHI BAR	"	"	"	"	"
(E) SERVICE AREA	"	"	"	"	"
(E) WALK-IN COOLER	"	"	"	"	"
(E) WALK-IN FREEZER	METAL	METAL COATED W/ 3/8" PAD	METAL	METAL	"
(E) MEN & WOMEN R.F.	CERAMIC TILE	1/2" CER. COATED W/ 3/8" PAD	1/2" CER. WAINSCOT W/ WHITE SMOOTH PAINT ON DRY WALL ABOVE	SEMI GLOSS WHITE PAINT ON DRY WALL SMOOTH	"
(E) DINING ROOM	VINYL TILE	TOP SET	PAINT/PECO	PAINT ON DRY WALL	"

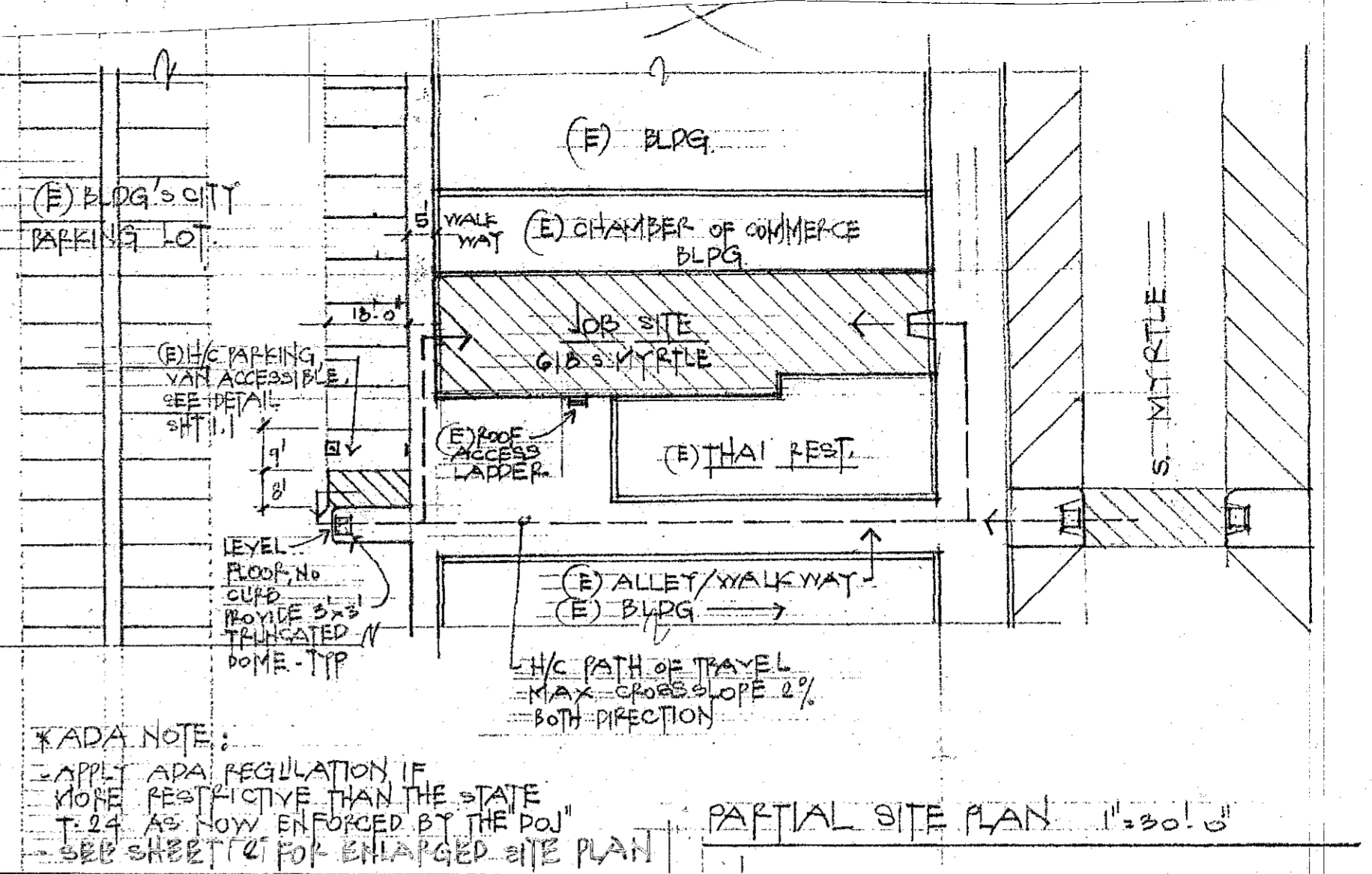
EQUIP. SCHEDULE (CONT.)

- 14 MICROWAVE OVEN (N)
- 15 LAMINATE FORMICA FINISH SHELVES ABOVE (N)
- 16 ELECTRIC PIZZA OVEN "BAKER PRIDE" 18" X 16" (N)
- 17 4' WORKTOP FREEZER, 3/8" COOLER DEPT (N) A.I.P. 12376
- 18 (E) 3/8" COUNTER
- 19 (E) 4'-0" X 6'-0" HOOD - TO REMAIN
- 20 (N) WATER FILTER "EVER-EV 9272-22"

NOTE:  
ALL EQUIP. SHALL BE NSF APPROVED.  
2. DENOTE: (E) = EXISTING, (N) NEW

EQUIPMENT SCHEDULE

- 1 (E) WALK-IN COOLER - DRAIN TO F/S
- 2 (E) WALK-IN FREEZER - DRAIN TO F/S
- 3 (E) LOCKERS ON C.H. & LEG
- 4 (E) AIR CURTAIN W/ MICROSWITCH 1600CFM
- 5 (E) 100 GALLON WATER HTR - 100 GPD BTU INPUT BRADFORD WHITE COG. 100H1199 - 3N
- 6 (E) MOP SINK W/ MOP BACK & SHOE W/ BACK FLOW ON FAUCET
- 7 (E) FLOOR SINK
- 8 (E) FOOD PREP SINK - DRAIN TO F/S
- 9 (E) HAND SINKS W/ 3/8" SNEEZE GUARD 12"
- 10 (E) 3 COMP. UTENSIL SINK
- 11 (E) 3/8" WALL SHELVES ABOVE
- 12 (E) DISHWASHER MACHINE "JACKSON" CONVEYER LOW TEMP. DRAIN TO F/S
- 13 (E) 3/8" SLICE DRAIN BOARD - 24" WIDE XL-E
- 14 (E) SHEAVING - 4 TIERS
- 15 (E) 4'-0" X 12'-0" TYPE I HOOD W/ MUA
- 16 (E) 3/8" TABLE
- 17 (N) 3/8" TABLE
- 18 (N) 4'-0" COLD TABLE "COOLER DEPT" #15024
- 19 (N) 4'-0" BOILER - AMERICAN RANGE "AF" #1000
- 20 (N) STOCK POT RANGE "AMERICAN RANGE" #1000
- 21 (N) 24" BOILER ON 28" STAND - "ARRB - 24"
- 22 (N) 4 BURNER RANGE "COOLER DEPT" #15024
- 23 (N) 4 BURNER RANGE 12" GRIDDLE "IMPERIAL" #12-XB 912-XB
- 24 (N) 36" SALAMANDER "IMPERIAL" #12-SP-06
- 25 (N) 4'-0" X 24" 3/8" TABLES
- 26 (E) 55 CUP RICE COOKER "BINNAI" PER 55 AON
- 27 (N) 20 CUP RICE COOKER "JEDI" RUSHI 20 CUP
- 28 (N) 5'-0" COLD TABLE 3/8" TABLE "TSSC-6016HC
- 29 (N) 4'-0" X 3'-0" 3/8" TABLE
- 30 (N) 27" REFRIGERATOR 3/8" TRUE "TLC-27
- 31 (N) 4'-0" COLD TABLE "3/8" TABLE "TSSU-48-12
- 32 (N) 36" X 30" 3/8" TABLE
- 33 (N) 48" X 30" 3/8" TABLE
- 34 (N) 18" X 18" X 12" SERVICE SINKS - DRAIN TO F/S
- 35 (N) 4'-0" SUSHI CASE - DRAIN TO F/S "HOSHIZAKI"
- 36 (N) 7'-0" SUSHI CASE - DRAIN TO F/S "HOSHIZAKI"
- 37 (N) 6'-0" SUSHI CASE - DRAIN TO F/S "HOSHIZAKI"
- 38 (N) ICE MACHINE - DRAIN TO F/S "HOSHIZAKI" #330 PA1
- 39 (N) 2 DOOR VISUAL MERCHANDISER - COOLER DEPT #15024
- 40 (N) 40 LBS FRYER - AMERICAN RANGE "AF" #1000
- 41 (N) 21" COUNTER REF "X-L" COOLER DEPT #15024
- 42 (N) 21" COUNTER REF "X-L" COOLER DEPT #15024
- 43 (N) 2 DOOR VISUAL MERCHANDISER - COOLER DEPT #15024



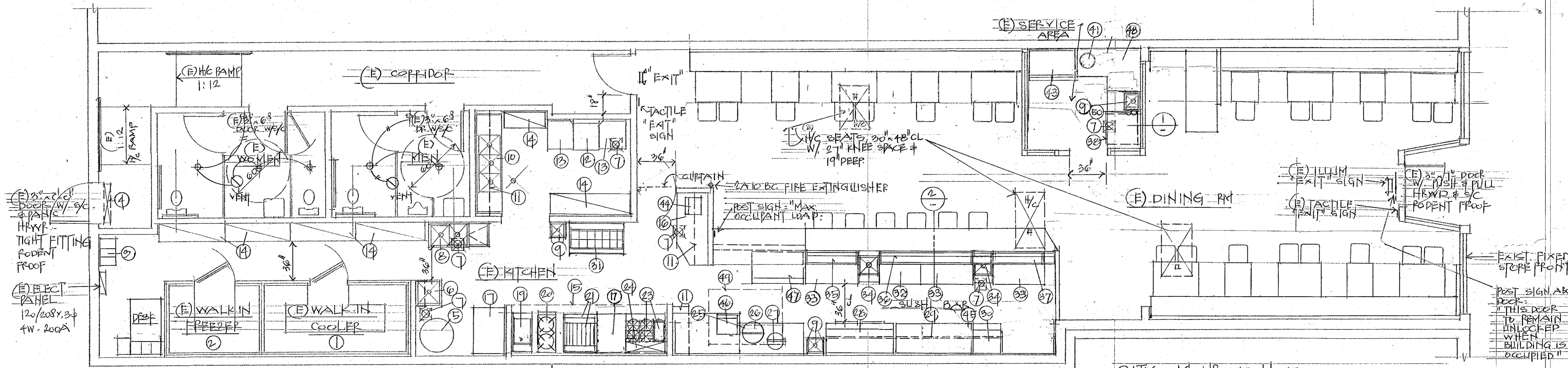
SHEET INDEX:  
SHEET 1: SITE PLAN, FLOOR PLAN, SCHEDULES, NOTE, BLDG DATA, DETAILS  
SHEET 1-1: ACCESSIBLE DETAILS, NOTES  
SHEET 2: EXISTING FLOOR PLAN, REMOVAL EXISTING PLAN, ENLARGED SITE PLAN, LA COUNTY HOODS SHEET 15

OCCUPANCY CALCULATION  
DINING AREA:  
FIXED SEATING = 22  
REMOVABLE SEATING = 22  
TOTAL SEATING (SUSHI) = 44  
TOTAL = 51  
KITCHEN STORAGE = 1400 = 200 = 8  
TOTAL = 59

PLUMBING FIXTURE CALC (CPC 422.1)  
REQUIRED NO. OF FIXTURES:  
MALE R.P. = 1 W/C, 1 URINAL, 1 LAX  
FEMALE R.P. = 2 W/C, 1 LAX  
I PROVIDE NO. OF FIXTURES:  
MALE R.P. = 1 W/C, 1 URINAL, 1 LAX  
WOMEN R.P. = 2 W/C, 1 LAX

SCOPE OF WORK:  
MINOR REMODELING & UPDATE EXISTING SUSHI/JAPANESE RESTAURANT (VACANT) TO BECOME NEW JAPANESE SUSHI BAR. W/ NEW OWNER  
1. ALL WALL, CEILING, HVAC LIGHTING, PLUMBING, ELECTRICAL SYSTEM TO REMAIN. NO CHANGE  
2. REMODEL SUSHI COUNTER AREA  
3. REINSTALL MISSING EQUIPMENT

BLDG DATA:  
1. TYPE OF OCCUPANCY = A-2  
2. TYPE OF CONSTRUCTION = 2-B/NSH  
3. FLOOR AREA = 2500 SF  
4. NO. OF STORIES = ONE  
5. CODES COMPLY: 2022 CBC, MEC, CPC, CEC 2022 CA ENERGY 2022 CA GREEN CODE \* & CITY MONROVIA MUNICIPAL CODES  
6. FIRE ALARM: No



FLOOR PLAN  
1/4" = 1'-0"

CITY OF MONROVIA NOTES  
INTERIOR WALL & CEILING FINISH MATERIALS SHALL BE CLASSIFIED IN ACCORDANCE WITH NFPA 286 (803.1.1 CBC)  
ALL EXITS ARE TO BE OPENABLE FROM INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE

REVISIONS	BY

Frank Nguyen & Associates  
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West Covina, 91792  
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Fax: (626) 442-6063  
Cell: (626) 523-5566

PROJECT: JAPANESE REST  
SHEET: 1  
DATE: 7-28-24  
SCALE: -  
DRAWN: FN  
JOB: -  
SHEET: 1  
OF: 1 SHEETS







# FILLET

Sushi Restaurant

## SUSHI & SASHIMI

### OMAKASE

175

*Small appetizer  
Sashimi  
8 pieces nigiri  
Hand roll  
Soup  
Dessert*

### SUSHI OMAKASE

110

*Small appetizer  
10 pieces nigiri  
Soup  
Dessert*

### Appetizer

Edamame	7
Garlic edamame	10
Shishito pepper	11
Agedashi tofu	10
Ceviche	25
Crispy okra	28
Crispy rice w/ albacore	28
Crispy rice w/ spicy tuna	28
Miso eggplant	5
Oyster (caviar or ponzu)	18
Shooter (oyster, uni)	16/19
Rock shrimp tempura	28
Soft shell crab	18
Toro chip	0
Taco (lobster, rock shrimp, salmon, tuna, whitefish)	8

### Soup

Tofu miso	3
Asari miso	6
Nameko miso	4

### Salad

Cucumber salad	8/13/22
(wakame/octopus/crab/shrimp/mix)	
Green salad	14
Wakame salad	15
Albacore salad	25
Tofu salad	16
Kohirabi salad	18
Hearts of palm salad	18
Salmon skin salad	18
Spicy tuna salad	25
Tataki salad	25

## Fillet's Sashimi

Yellowtail Jalapeno jalapeno / garlic / cilantro / yuzu soy	25
Albacore crispy tosazu / garlic / ginger / chives / crispy onion	25
Tataki crispy tosazu / garlic / ginger / chives / crispy garlic	25
Tiradito rocoto / micro cilantro / yuzu lemon / kelp salt	25
Hirame Arugula arugula / aka oroshi / chives / ponzu / truffle oil	25
Shiitake kelp salt / crispy shiitake / micro shiso / shiso dressing	30
Yuzu Honey red onion / arare / micro cilantro / yuzu honey / tomato / kelp salt	30
Crudo (Halibut/salmon) yuzu olive oil / crispy garlic / parmesan / micro shiso	25
Wagyu Tataki tosazu / aka oroshi / fresh garlic / scallion	35

## Nigiri / Sashimi

Albacore	5/20	Fresh water eel	5/20	Sea beam	6/24
Salmon	5/20	Shrimp	10/24	Golden eye snapper	8/32
Salmon roe	5/20	Sweet shrimp	7/21	Horse mackerel	5/20
Bluefin tuna	6/24	Mackerel	5/20	Scallop	6/24
Bluefin tuna TORO	10/40	Octopus	4/16	Sea urchin	12/48
Yellow tail	5/20	Squid	5/20	Sweet egg	4/16
Halibut	5/20	Stripe jack	6/24		

## Fillet's rolls

Bake crab masago / mayo / scallion / baked red crab	15
Baked Lobster masago / mayo / scallion / baked lobster	17
Rainbow crunch salmon / tuna / yellowtail / red onion / cocktail / arare	14
Garlic shrimp masago / scallion / cucumber / garlic butter shrimp / albacore	13
White roll shiso / gobo / kiware / white fish / yuzu lemon / kelp salt	14
Yellowtail jalapeno cilantro / jalapeno / yellow tail / yuzu soy	12

## Rolls/Hand rolls

California	15/12	Shrimp tempura	13/10
Scallop	14/11	Negi TORO	18/15
Spicy tuna	12/9	TORO taku	20/17
Tuna	12/12	Soft shell crab	16/-
Yellow tail	12/12	Vegetable	10/8
Salmon	12/12	Avocado	8/7
Salmon skin	12/9	Cucumber	7/6
Fresh water eel	16/12		

## Tempura \*Minimum 2 order

*Asparagus	5	*Shrimp tempura	8
*Broccoli	4	*Scallop	6
*Carrot	4	Sea urchin shiso	15
*Enoki	6	White fish	11
*Green beans	4	*Sweet potato	4
*Eggplant	4	*Zucchini	4
Oyster	10	*Pumpkin	4
*Onion	4	Mixed vegetable (7pcs)	14
*Shitake	9	Mixed tempura(2shrimp,5 veggy)	18

## Lunch & Dinner

Sushi Moriawase	45	Sashimi Moriawase	45
Hand roll set (lunch only)	30	Bento box (lunch only)	50

## Donburi

Fillet's don	30	Unagi don	30	Negi hama don	30
Chirashi don	30	Salmon don	30	Tekka don	30

## Hot dish

Black cod w/ sweet miso	28	Black cod lettuce wrap	16	Lobster	0
Grilled salmon	24	USDA Prime beef	0	Yellowtail collar	20
White fish tempura w/ sweet vinegar	35				

## Kushiyaki

USDA Prime beef	19	Salmon	14	Scallop	16
Shrimp	16	Shiitake	12	Enoki	12
Zucchini	8				



# FILLET

Sushi Restaurant

## *JUNMAI (pure brew)*

**Kuroushi - Wakayama** 720ml 50  
Aroma is clean and moderate with a balanced and flavor with rich and wide body.

**Hitakami Super Dry - Miyagi** 720ml 68  
Pair very well with fish and seafood. Soft, transparent, and crisp.

## *JUNMAI GINJO (pure super premium)*

**Jozen White Label - Niigata** 720ml 50  
Dry and smooth with fruity aroma like green apple and ripe peach.

**Fukuju Blue Label - Hyogo** 720ml 82  
Aroma is tropical fruits, sweetness of citrus fruits and acidity unfold on the palate. It goes down very smoothly.

**Hitakami Yasuke - Miyagi** 720ml 74  
Ultimate sake that made for paring with sushi and sashimi

**Izumibashi Blue Label - Miyagi** 720ml 68  
Carefully polished locally grown yamada nishiki, gentle and floral on the nose and refreshing, crisp and umami paring

## *JUNMAI DAIGINJO (pure extra super premium)*

**Kurosawa "Ginrei" - Nagano** 720ml 96  
Ginrei is a food friendly Junmai Daiginjo that provides exquisite balance between acidity and refreshing sweetness

**Dassai 23 - Yamaguchi** 720ml 140  
A great gastronomic sake, graceful and complex with elegant notes of white flowers and rice powder

**Kubota Manju - Niigata** 720ml 130  
Has a plush, creamy texture, and several layers of complex flavor and umami.

**Izumibashi Tokusen - Kanagawa** 720ml 170  
Yamada nishiki with high polishing rate. Superior sweetness and umami with a full mouth fell.

**Katsuyama Den - Miyagi** 720ml 150  
Brewed with traditional bag hanging method, fruity rich flavor with crisp and clean umami

**Gangi Yuunagi - Yamaguchi** 720ml 84  
Rich and dry "Yuunagi" uses a rare yeast, Yamaguchi 9H to produce a sake that evokes the feeling of relaxing.

**Nanbu Bijin Shimpaku - Iwate** 720ml 72  
Extremely drinkable fruit forward brew that has layers of smooth and juicy flavors with a dry finish

**Hakkaisan 45 - Niigata** 720ml ?  
Smooth and refreshing as a cold winter morning. Hints of steamed rice with the barest touch of florality.

**Kubota Junmai Daiginjo - Niigata** 720ml 68  
Elegant aroma, fruity and well-balanced flavor with smooth and delicated clean-crisp finish.

## *DAIGINJO (extra super premium)*

**Ken - Fugushima** 720ml 135  
Gorgeous fruity aromas of melons, pears, and peaches, Has a very elegant and crisp taste with a beautifully clean finish.

## *NIGORI (unfiltered)*

**Tomoshichi - Ibaraki** 375ml 40  
A real gem, this nigori style of sake is relatively mild and light, which is not a characteristic found in most nigori. Full of floral and rice aromas.

**Dassai 45 Nigori - Yamaguchi** 300ml 32  
Smaller particle create a clean, off dry finishing. Long lasting textures that cleanse the palate, we could enjoy for long time.

## *SPARKLING NIGORI*

**Izumibashi Tonbo - Kanagawa** 250ml 0  
Naturally made bubbles are fine and gentle, leaving you with a clean, soft finish that melts onto the palate

## *PLUM WINE*

**Golden Cho-Ya - Mie** Glass 14  
1st selling plum wine in Japan

**Izumi Yamada Juro - Kanagawa** Glass 20  
Made with premium Junmai Daiginjo sake

## *SHOCHU*

**Nankai White Oak** 720ml 85  
Light and smooth brown sugar shochu has a clean and light, and a smooth flavor with umami and a hint of fruit to match it's tropical nose.

**Ichiko seirin** 720ml 50  
Barley shochu, and then filtering it whit bamboo charcoal produces Seirin's unique refreshing aroma.

**Beni Otome** 720ml 50  
Mild flavor with slight aroma of sesame. The brewer is the pioneer of Sesame shochu.

## *HOT SAKE*

**Suijin (junmai)** 6oz./10oz. 18/30  
Dry sake with a robust umami of rice and dry finish.

## *RED WINE*

**Martin Ray Pinor Nir - Sonoma Country** Glass 14

**Clay Shannon Cabernet Sauvignon - North Coast** Glass 14

## *WHITE WINE*

**Daou Chardonnay - Paso Robles** Glass 14

**Daou Sauvignon Blanc - Pas Robles** Glass 14

**Santa Margherita Pinot Grigio - Valdadige, Italy** Glass 14

## *SPARKLING WINE*

**JP Chenet Brut - Blanc De Blancs Brut, France** Glass 14

**Roederer Estate Sparkling Wine - Anderson Valley** Glass 14

**Moet & Chandon Imperial Brut** Glass 14

## Beer

Sapporo draft 12  
Sapporo 7  
Sapporo light 12

## Soft drink

Coke 5  
Diet Coke 5  
Sprite 5  
Remune 15

## Non alcoholic

San pellegrino 15  
Fiji 10  
Hot green tea 15  
Tejava iced black tea 10  
Iced tea 10

## Dessert

Ice cream 8  
green tea / vanilla  
Pana cotta 15  
green tea / miso / yuzu

Mochi Ice cream 10  
green tea / vanilla / mango /  
chocolate / strawberry

Chocolate lava cake 15

**STANDARD CONDITIONS FOR SERVING ALCOHOLIC BEVERAGES**

Development of the subject property and operations on the site must remain in substantial conformance at all times with the request and application forms and plans submitted by the applicant for CUP2024-0007, allowing the indoor service of beer and wine in a new restaurant, Fillet, as approved by the Planning Commission and placed on file in the office of the Planning Division, except as modified by the conditions imposed by the Planning Commission and by subsequent modifications determined by the Planning Division Manager to be in substantial compliance with the conditions of approval. The term "Applicant" as used herein shall include the applicant, the property owner, any manager or operator of the business, and all successors in interest to these individuals or entities.

**REQUIREMENTS FOR RESTAURANTS WITH ALCOHOL SERVICE**

1. The establishment shall be operated as a "Bona Fide Eating Place" as defined by the Department of Alcoholic Beverage Control (ABC). The restaurant shall contain sufficient space and equipment to accommodate a full restaurant kitchen, and the kitchen shall be open and preparing food during all hours the establishment is open to the public. The establishment shall provide an assortment of foods and a full menu normally offered in restaurants. The service of only sandwiches or salads shall not be deemed in compliance with this requirement.
2. The quarterly gross sales of beer and wine for on-site consumption, shall not exceed 33 percent of all gross sales of all products during the same period. The Applicant shall maintain records which reflect separately the gross sales of beer and wine. Records for any quarter shall be made available to the City within 48 hours of a written request from the City for such records.
3. The approved floor plan is an integral part of the decision approving this CUP. There shall be no change in the design of the floor plan without the approval of the Planning Division unless modification is required by the Building Official. Any change in the approved floor plan which has the effect of expanding or intensifying the present use shall require an amendment to the CUP.
4. The serving of beer and wine for on-site consumption within the dining area and bar, must be accompanied by the sale of food from the everyday dining menu. Beer and wine cannot be sold to or consumed by a patron who is not seated or to anyone when the restaurant kitchen is closed.
5. The service of beer and wine for on-site consumption shall be limited to the designated dining and bar area shown on the approved floor plan.



6. All areas in the restaurant shall be available for inspection by the Police Department and the Community Development Department during all open business hours.
7. No sporting game or games of competition shall be permitted in conjunction with the business unless approved as part of the CUP application.
8. Gambling of any kind is not permitted at the facility.
9. The display, posting, or airing via closed circuit television of any gambling odds shall be prohibited unless pre-empted by the State.
10. No patrons shall be on the premises during closed hours.
11. There shall be no uses or activities permitted of an adult-oriented nature as defined in Title 17 of the Monrovia Municipal Code.
12. The use of pornographic material in the form of videos, slides, magazines, or pictures shall be prohibited within the business establishment.
13. Only pre-recorded amplified music is permitted on the premises, and such music shall not be audible outside the boundaries of the establishment. No entertainment facilities as defined by the Monrovia Municipal Code (such as live entertainment or dancing) are permitted unless approved by the Planning Commission pursuant to the Monrovia Municipal Code.
14. No locking devices shall be allowed on interior doors that enclose rooms open to the public.
15. No warning devices and/or any action by employees that could serve to alert patrons and employees to the presence of law enforcement or other inspectors shall be permitted.
16. If it is determined by the Community Development Director or Public Works Director that patrons are littering the surrounding streets, sidewalks, parking lots, parks, or adjoining private properties as a result of their coming or leaving the establishment, the business will provide employees to pick-up and properly dispose of all litter.
17. In the event security/policing problems occur, this CUP shall be subject to review by the Development Review Committee (DRC) and may be modified to require additional uniformed security guards as determined necessary by the DRC.
18. The exterior of the premises, including adjacent public sidewalks shall be illuminated, during the hours of darkness with sufficient lighting to illuminate and make easily discernible the appearance and conduct of all persons on or about the establishment.
19. The Applicant shall provide education to restaurant staff pertaining to service of beer and wine, including common indications that a patron has been overserved.

20. No sale of alcoholic beverages for outside service or consumption shall be permitted unless approved by the Planning Commission pursuant to the Monrovia Municipal Code.
21. Window signs shall be placed and maintained in a manner so that there is a clear and unobstructed view of the interior of the premises from the public sidewalk or entrance to the premises.
22. Hours of operation shall be limited to 11 a.m. to 10 p.m. Monday through Sunday. Before any change is made in these hours of operation, approval by the Development Review Committee (DRC) must be obtained. Alternatively, the DRC may refer the matter to the Planning Commission for its review, in which case no change in the hours of operation shall be made without Planning Commission approval.

### **GENERAL REQUIREMENTS**

23. Any violation of these conditions of approval or the Monrovia Municipal Code may be subject to the Administrative Fine Ordinance, other available remedies and/or revocation or modification of this permit at the discretion of the City Attorney and City Prosecutor.
24. In addition to Planning (Data Sheet No. 1) conditions of approval, the Applicant shall also comply with all requirements of the Building Division and Fire Department that are directly applicable to the project.
25. This CUP may be called for review, including modification or revocation, at any time by City Staff, the City Council, or Planning Commission if a violation of the approved conditions or the Monrovia Municipal Code (MMC) is alleged, or if it is alleged that the establishment, or its patrons, are creating a public nuisance, and such violation or public nuisance is verified as valid by the Police Department, Code Enforcement, or other City department. In addition to any other remedy available to the City, security measures may be required such as adding an additional employee to monitor the area where problems are occurring.
26. Indemnification. As a condition of approval, Applicant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents and volunteers from and against any and all claims, actions, or proceeding against the City, its officers, officials, employees, agents and/or volunteers to attack, set aside, void or annul, an approval of the City, Planning Commission or City Council concerning this permit and the project. Such indemnification shall include damages, judgments, settlements, penalties, fines, defensive costs or expenses, including, but not limited to, interest, attorneys' fees and expert witness fees, or liability of any kind related to or arising from such claim, action, or proceeding. The City shall promptly notify the Applicant of any claim, action, or proceeding. Nothing contained herein shall prohibit City from participating in a defense of any claim, action or proceeding. The City shall have the option of coordinating the defense, including, but not limited to, choosing counsel for the defense at Applicant's expense.

27. Additional Indemnification. As a condition of approval, Applicant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents and volunteers from and against any and all claims, suits, demands, actions, losses, damages, judgments, settlements, penalties, fines, defensive costs or expenses (including without limitation, interest, attorneys' fees and expert witness fees), or liability of any kind or nature arising out of or attributable to the acts or omissions of Applicant, or Applicant's officers, officials, employees, or agents which in any way arise out of, result from, or are in any way related to sale of alcoholic beverages at the property, excepting only liability arising out of the sole negligence or willful misconduct of City, its officers, officials, employees, agents, or volunteers. The City shall promptly notify the Applicant of any claim, action, or proceeding. Nothing contained herein shall prohibit City from participating in a defense of any claim, action or proceeding. The City shall have the option of coordinating the defense, including, but not limited to, choosing counsel for the defense at the Applicant's expense.
28. The Applicant shall, within 30 days after approval by the Planning Commission, submit to the Community Development Department his/her written acknowledgment of receipt of the decision approving the Conditional Use Permit and his/her written consent to all of the conditions of approval contained in Data Sheet Numbers 1. This CUP shall be void and of no force or effect unless such written acknowledgment and consent is submitted to the City within the 30 day period.
29. The Development Review Committee shall review each use permitted by this CUP six months from the date the use commences.
30. The use or development associated with this CUP shall begin within one (1) year after its approval or it will expire without further action by the City.
31. All of the above conditions shall be complied with prior to commencement of the operation, unless an earlier compliance period is specified as part of a condition.