

RESOLUTION NO. 2022-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING CONDITIONAL USE PERMIT NO. 2021-18 AS CONDITIONED TO ALLOW A NEW GYMNASIUM LOCATED AT 2901 SOUTH DAIMLER STREET

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Planning Commission of the City of Santa Ana hereby finds, determines, and declares as follows:

- A. Nikki Little with SC Cheer Company ("Applicant"), is requesting approval of Conditional Use Permit (CUP) No. 2021-18 to allow a gymnasium at 2901 South Daimler Street.
- B. On January 24, 2022, the Planning Commission held a duly noticed public hearing on Conditional Use Permit No. 2021-18 approving the establishment of a gymnasium.
- C. Pursuant to Santa Ana Municipal Code ("SAMC") Section 41-313.5, a Conditional Use Permit is required for gymnasiums established in Profession (P) zoning district within the City of Santa Ana.
- D. The Planning Commission determines that the following findings, which must be established in order to grant this Conditional Use Permit pursuant to SAMC Section 41-638, have been established for Conditional Use Permit No. 2021-18 to allow a new gymnasium within the P zoning district:
 1. That the proposed use will provide a service or facility which will contribute to the general well-being of the neighborhood or the community.

The proposed use will contribute to the general well-being of the community by introducing a new use that would engage and teach children and young adults of the community a unique skill. Additionally, the proposed gymnasium will be establishing occupancy within a currently vacant building. Therefore, in occupying the space it would generate business activity to the area and promote the well-being of the neighborhood.

2. That the proposed use under the circumstances of the particular case will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity.

The proposed gymnasium at this location would not be detrimental to persons residing or working in the area as the subject site is located within an industrial area and not immediately adjacent to any sensitive land uses such as parks, playgrounds, school, or religious institutions. Furthermore, the nearest residential property is 0.26-miles (1,385 feet) from the subject site. In addition, the subject site will provide sufficient parking for the gym and is not anticipated to impact the surrounding area.

3. That the proposed use will not adversely affect the present economic stability or future economic development of properties surrounding the area.

The proposed gymnasium would be compatible with the surrounding area and will not adversely affect the economic viability in the area. The proposed use would occupy a space that has been vacant and thus increase the economic stability for this industrial corridor by providing an additional service for business owners, workers, and residents in the area.

4. That the proposed use shall comply with the regulations and conditions specified in Chapter 41 for such use.

The use will comply with all regulations and conditions identified in Chapter 41 (Zoning Code) of the Santa Ana Municipal Code. The proposed facility will occupy an existing industrial building. Exterior modifications to the site are limited to parking lot improvements and a new cover for the existing trash enclosure. Such improvements will comply the requirements detailed in the SAMC.

5. That the proposed use will not adversely affect the General Plan or any specific plan of the City.

The proposed gymnasium will not adversely affect the General Plan, as the use would be compatible with the surrounding environment and consistent with the goals and objectives of the Land Use Element. Goal 1 promotes a balance of land uses to address community needs, which includes the services provided by the gymnasium. In addition, Goals 3 and 5 require preservation of neighborhood character and integrity as well as mitigation of developments' impacts. The proposed gymnasium would be contained within an existing industrial building and therefore would not visually impact the surrounding area. Further, Policy 2.2 encourages

land uses that accommodate the City's needs for services. The proposed gymnasium provides a training service that would serve residents and members of the community.


Section 2. In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is categorically exempt from further review per Section 15301 (Class 1 – Existing Facilities). Class 1 exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-14 will be filed for this project.

Section 3. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, referendum, and other proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 4. The Planning Commission of the City of Santa Ana after conducting the public hearing hereby approves Conditional Use Permit No. 2021-18, as conditioned in Exhibit A, attached hereto and incorporated herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to the Request for Planning Commission Action dated January 24, 2022, and exhibits attached thereto; and the public testimony, all of which are incorporated herein by this reference.

ADOPTED this 24th day of January 2022 by the following vote:

AYES: Commissioners: CALDERON, MCLOUGHLIN, MORRISSEY, PHAM (4)
NOES: Commissioners: ALDERETE, RAMOS, WOO (3)
ABSENT: Commissioners:
ABSTENTIONS: Commissioners:



Thomas Morrissey
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

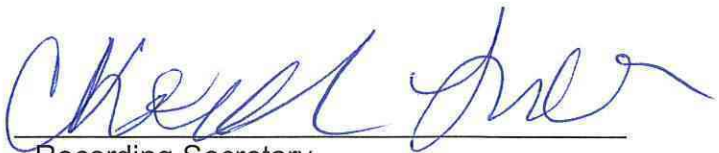
By: John M. Funk

John M. Funk
Senior Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Christina Leonard, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2022-01 to be the original resolution adopted by the Planning Commission of the City of Santa Ana on January 24, 2022.

Date: 3/14/22



Recording Secretary

EXHIBIT A

Conditions of Approval for Conditional Use Permit No. 2021-18

Conditional Use Permit No. 2021-18 is approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with all applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code and all other applicable regulations.

The Applicant must comply in full with each and every condition listed below prior to exercising the rights conferred by this conditional use permit.

The Applicant must remain in compliance with all conditions listed below throughout the life of the conditional use permit. Failure to comply with each and every condition may result in the revocation of the conditional use permit.

1. The Applicant must comply with all conditions and requirements of the Development Review Committee for the Development Project (DP No. 2021-03).
2. The proposed facility shall be maintained as per approved plans and any existing landscaping shall be enhanced and well maintained. Any damage to existing structures, walls, parking areas, or landscaping must be repaired.
3. No live entertainment is approved in conjunction with this gymnasium facility as defined in the Santa Ana Municipal Code Section 41-101.2.
4. No massage establishment is approved in conjunction with this gymnasium facility.
5. All activities shall be conducted indoors only.
6. Facility offices shall not be subleased for uses not related to the gymnastics facility.
7. Any intensification of use including tournaments and other special events are subject to review by the Planning Department.
8. The gymnasium shall be subject to any applicable California Building Code or federal requirements for seismic safety, retrofit, and/or upgrades as deemed necessary by the Building Division.
9. The applicant shall comply with the requirements of the 2019 California Energy Code and Green Building Standards related to ventilation to provide a safe indoor air quality for the occupants of the building.
10. Prior to submitting to Building Plan check, the applicant shall identify the drop off area on the site plan.

11. Prior to issuance of a building permit, a Property Maintenance Agreement shall be recorded against the property. The agreement will be subject to review and applicability by the Planning and Building Agency, the Community Development Agency, the Public Works Agency, and the City Attorney to ensure that the property and all improvements located thereupon are properly maintained, Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement with the City of Santa Ana which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:
- a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);
 - b) Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses);
 - c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
 - d) Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
 - e) If Applicant and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms;
 - f) The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless

the prospective assignee agrees in writing to assume all of the duties, obligations and responsibilities set forth under the maintenance agreement;

- g) The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City; and
- h) The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.