

RESOLUTION NO. 2022-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING TENTATIVE TRACT MAP NO. 2022-01 (COUNTY MAP NO. 19142) AS CONDITIONED TO ALLOW A 23-UNIT SUBDIVISION FOR CONDOMINIUM PURPOSES FOR THE PROPERTY LOCATED AT 830 SOUTH HARBOR BOULEVARD

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. Kim Prijatel with City Ventures, representing property owner MAS Investments LP, is requesting approval of a tentative tract map to permit the subdivision of a proposed 23-unit attached tuck-under townhome development for condominium purposes, for the property located at 830 South Harbor Boulevard.
- B. Pursuant to Santa Ana Municipal Code ("SAMC") Section 34-127, the Planning Commission is authorized to review and approve tentative tract maps.
- C. Tentative Tract Map No. 2022-01 came before the Planning Commission of the City of Santa Ana on April 25, 2022, for a duly noticed public hearing.
- D. The Planning Commission of the City of Santa Ana determines that following findings, which must be established in order to approve Tentative Tract Map No. 2022-01, have been established as required by SAMC Section 34-127 and the California Subdivision Map Act:
 1. The proposed project and its design and improvements are consistent with the Urban Neighborhood (UN) designation of the General Plan and are otherwise consistent with all other Elements of the General Plan.

The proposed project and its design and improvements will be consistent with the Urban Neighborhood (UN) land use designation of the General Plan and are otherwise consistent with all other elements of the General Plan and any applicable specific plans. The proposed subdivision of land will create 23 condominium air-right units and will be consistent with the various provisions of the General Plan. As proposed, the development is permitted by right. The

density range for the proposed number of units is also considered and approved in the UN General Plan designation.

2. The proposed project conforms to all applicable requirements of the zoning and subdivision codes as well as other applicable City ordinances.

The proposed project will conform to all of the requirements of the zoning ordinance as specified by the Harbor Mixed-Used Transit Corridor Specific Plan (SP2). All subdivision codes will be met as well as other applicable City ordinances. The proposed project conforms to the Corridor sub-zone of the Harbor Mixed-Used Transit Corridor Specific Plan (SP2) provisions of the zoning code that pertain to number of units, lot size, parking, and landscaping; by doing so, the parcel and the construction within the parcel guarantee conformance to all Corridor sub-zone standards of the SP2.

3. The project site is physically suitable for the type and density of the proposed project.

The project site is physically suitable for the type and density of the proposed project. The current general plan land use density would allow a typical range from 12 to 18 units per acre, depending on the building type. The proposed density of the project is 23 units, which although slightly above the typical range of 12-18 units per acre, satisfies all development standards of the SP2 zoning district and is acknowledged by the document's statement that "Density ranges shown are typical, however, actual project density may vary from these ranges." The proposed site consists of approximately 1.09 acres of land and is physically suitable for the proposed development, where access to the site will be from Harbor Boulevard.

4. The design and improvements of the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design and improvements of the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Since the project is located in an urbanized area, there are no known fish or wildlife populations existing on the project site. Therefore, the proposed subdivision will not cause any substantial environmental damage or substantially and

avoidably injure fish and wildlife or their habitat. Additionally, the development of the property as proposed, has been determined to be adequately evaluated in the previously certified EIR No. 2014-01 (State Clearinghouse Number 2013061027) as per Sections 15162 and 15168 of the CEQA guidelines.

5. The design or improvements of the proposed project will not cause serious public health problems.

The design or improvements of the proposed project will not cause serious health problems, with the proposed subdivision not having any detrimental effects upon the general public. The property will include necessary utilities and infrastructure improvements as required under Development Project Review No. 2021-09.

6. The design or improvements of the proposed project will not conflict with easements necessary for public access through or use of, property within the proposed project.

The design or improvements of the proposed project will not conflict with easements necessary for public access or use of the property within the proposed project since there are no existing and recorded easements for the property. The conceptual design of all construction for the property will not affect any future proposed expansion or development of Fifth Street.

Section 2. In accordance with the California Environmental Quality Act (CEQA), the recommendation is exempt from further review pursuant to Section 15162 and 15168 (EIR No. 2014-01/State Clearinghouse Number 2013061027) of the CEQA Guidelines. The proposed development project has been determined to be adequately evaluated and is within the scope of the previously certified EIR.

The project is consistent with the City's General Plan and Harbor Mixed-Used Transit Corridor Specific Plan development standards. The project meets several General Plan goals and policies, including Land Use Element's Goal 1 (to promote a balance of land uses to address basic community needs), Goal 2 (to promote land uses which enhance the City's economic and fiscal viability), and Goal 3 (to preserve and improve the character and integrity of neighborhoods).

Further, the proposed project will take place within city limits and is on a project site that is less than five acres in size and is surrounded by urban areas. The project site has no value as habitat for endangered, rare, or threatened species and is not identified in the General Plan as having such value. Approval of the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The

City's Planning Division and Public Works Agency have reviewed the proposed project and have determined that the amount of traffic, noise, air quality impacts, and water quality impacts are below thresholds that would warrant further analyses.

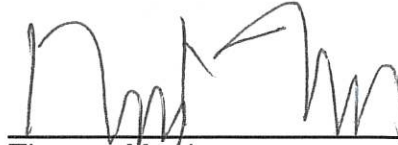
Finally, the site will be served by all required utilities and public services as it is located within a heavily-urbanized area at the northeast intersection of Fifth and Jackson Streets. Based on this analysis, a Notice of Exemption for Environmental Review No. 2021-52 will be filed for this project.

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 Tentative Tract Map No. 2022-01 as conditioned in "Exhibit A", attached hereto and incorporated as though fully set forth 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 April 25, 2022, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

ADOPTED this 25th day of April 2022, by the following vote:

AYES: Commissioners: ALDERETE, CALDERON, MCLOUHGLIN,
MORRISSEY, WOO (5)
NOES: Commissioners: RAMOS (1)
ABSENT: Commissioners: PHAM (1)
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. 2022-13 to be the original resolution adopted by the Planning Commission of the City of Santa Ana on April 25, 2022.

Date: 5/10/22



Recording Secretary

EXHIBIT A

Conditions for Approval for Tentative Tract Map No. 2022-01

Tentative Tract Map No. 2022-01 is approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, Applicant shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this tentative tract map.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the tentative tract map.

A. Planning Division

1. All proposed site improvements must conform to the Development Project (DP) approval of DP No. 2021-09.
2. Any amendment to this Tentative Tract Map, including modifications to approved materials, finishes, architecture, site plan, landscaping, parking, and square footages, must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the site plan review must be amended.
3. Applicant must submit Covenants, Conditions and Restrictions (CC&Rs) for the project to the case planner for review and approval prior to the final map being recorded.
4. Walls and Fencing.
 - a. The applicant shall be construct a minimum seven-foot (7') tall perimeter wall, as measured from nearest adjacent finished sidewalk, surrounding the project site. The perimeter wall shall conform to all applicable Citywide Design Guidelines, including a split-face or painted design with regularly-spaced pilasters and decorative cap. The applicant is responsible for coordination with any adjacent property owners to avoid double-walls or gaps between walls where possible.
 - b. The applicant shall be responsible for coordination with Southern California Edison to ensure access to the utility easement at the western

- portion of the project site through onsite access point(s) as deemed mutually acceptable. Any fencing and access gates shall be of a high-quality design matching the aesthetic of the proposed project, including but not limited to wrought-iron gates and/or a block wall consisting of a split-face or painted design with regularly-spaced pilasters and decorative cap.
- c. Climbing vines shall be planted at regularly-spaced intervals along all exposed walls and wrought-iron fencing to deter graffiti. All solid walls shall be finished with anti-graffiti coating.
5. The following parking management practices shall be incorporated into the final, recorded CC&Rs and shall apply through the life of the project:
 - a. Requiring onsite parking permits (such as stickers or hang-tags) for any parking in the surface guest parking spaces;
 - b. Policies for maximum time vehicles may be parked in the surface guest spaces;
 - c. Policies for towing unauthorized vehicles; vehicles parked in unauthorized locations, such as fire lanes; vehicles parking in surface guest parking without a sticker, hang-tag, or other identifiers; and vehicles parked longer than any maximum guest parking timeframes allowed; and
 - d. Routine garage inspections to ensure garages are available for vehicle parking.
 6. The applicant shall coordinate with the ownership of the adjacent, southerly building at 908 South Harbor Boulevard to integrate its project-facing elevations' design into the aesthetic of the proposed development, including building paints, murals, and/or landscape trellises.
 7. The final map must be approved and recorded prior to issuance of a certificate of occupancy or final sign-offs of building permits for the townhome buildings, whichever is first.
 8. The final map and all improvements required to be made or installed by the subdivider must be in accordance with the design standards and specifications of the Santa Ana Municipal Code and the requirements of the State Subdivision Map Act.

9. Two copies of the recorded final map and CC&Rs shall be submitted each to the Planning Division, Fire Authority, Building Division, and Public Works Agency within 10 days of recordation.

10. Property Maintenance Agreement. 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 or incorporate the form of this condition within the Project's CC&R's 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 and 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.
- h. The execution and recordation of the maintenance agreement shall be a condition precedent to the final map being recorded.