

RESOLUTION NO. 2023-29

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING CONDITIONAL USE PERMIT NO. 2023-19 AS CONDITIONED TO ALLOW FOR ESTABLISHMENT OF AN OUTDOOR FITNESS FACILITY/COMMUNITY SERVICE CENTER AT 2100 WEST ALTON AVENUE

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. Jorge Lopez, with National Engineering & Consulting, Inc. (Applicant) on behalf of Edward O. Breuing III with BDC Santa Ana, LLC (Property Owner) is requesting approval of Conditional Use Permit (CUP) No. 2023-19 to establish an outdoor fitness facility/community service center within the Specific Development No. 4 (SD-4) zoning district located at 2100 West Alton Avenue.
- B. Section 4 of SD-4 requires approval of a CUP for the establishment of a community service center. The proposed use is consistent with this provision of SD-4.
- C. On December 22, 2003, the Planning Commission conditionally approved CUP No. 2003-35 and Minor Exception 2003-10, to allow for the establishment of a recreation facility for the YMCA of Orange County and a 42-percent reduction in the required off-street parking.
- D. In June 2015, the YMCA ceased operations and vacated the subject property.
- E. On February 19, 2021, the subject property was acquired by the current property owner.
- F. On April 19, 2022, the applicant submitted developed project application DP No. 2022-13, which was deemed complete in September of 2023. Subsequently, the applicant submitted CUP No. 2023-19 to establish an outdoor fitness facility/community service center.
- G. On November 13, 2023, the Planning Commission held a duly-noticed public hearing on CUP No. 2023-19.
- H. The Planning Commission of the City of Santa Ana determines that the following findings, which must be established in order to grant a CUP pursuant to Section 4 (Conditionally Permitted Uses) of Specific Development No. 4 (SD-4), Section 41-632, and Section 41-638 of the SAMC, have been established for CUP No. 2023-19 to allow for establishment of an outdoor fitness facility/community service

center at 2100 West Alton Avenue.

1. That the proposed use will provide a service or facility which will contribute to the general wellbeing of the neighborhood or community.

Approval of the CUP would establish a fitness facility available to the Santa Ana community and various age groups. Fitness facilities promote general health and wellness thereby the general wellbeing of the community. Additional, INSAND offers unique training opportunity in sand courts that maximize results but reduce joint strain and risk for injury that would otherwise not be available to the community. Furthermore, occupancy and redevelopment at the site would not only deter illicit activity but also encourage reinvestment in the surrounding community as well as improve the overall character of the area thereby contributing to the general wellbeing of the community. The recommended conditions of approval and property maintenance agreement will mitigate any potential impacts created by the use and will ensure that the use will not negatively affect the surrounding community.

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

The proposed use of a fitness facility/community service center would not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity as the site has not only previously been occupied by a similar use, but the proposed use promotes health and wellness. INSAND provides unique methods of training from sand courts that maximize training but would less detrimental to one's physical wellbeing by reducing risk of joint strain and injury. INSAND also seeks to build a connection with the community and adapt the programs and classes based on the needs and goals of the community, which be beneficial to their overall health. Additionally, redeveloping the site, would address safety concerns, as more activity would occur in the area. Furthermore, the closest residentially zone or used property is located approximately 200 feet from the facility, which would provide separation from the activity and noise. Lastly, conditions of approval will address any potential negative or adverse impacts created by the use. Therefore, the granting of the CUP will not negatively impact any sensitive land uses that may be nearby.

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

The establishment of INSAND would not adversely affect the economic stability of the area, as the facility would be established

at a developed site within an existing pad area where the proposed improvements as part of this application would improve the overall conditions of the area. Furthermore, reinvestment to the area would indirectly benefit the economic stability of the City by encouraging other owners to redevelop and welcome other new businesses to establish their flagship in Santa Ana.

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

The proposed outdoor fitness facility/community service center would be in compliance with all applicable regulations and operational standards imposed on fitness facilities pursuant to Chapter 41 of the SAMC. The facility would reduce facility previously approved 32,338 square feet to a combined 7,870 thus reducing the overall parking demand and eliminating the need for a minor exception previously granted to the YMCA. Additionally, the proposed height of the 50-foot rock-climbing tower would be in compliance with City standards as the site is located within a height exempt area and situated at least 40 feet from the closest property line. In addition, operational standards and imposed conditions of approval will ensure the project remains in compliance with all applicable codes and regulations related to such land uses to ensure that the use does not impact neighboring properties or create an attractive nuisance.

5. That the proposed use will not adversely affect the General Plan of the city or any specific plan applicable to the area of the proposed use.

Approval of proposed CUP would be consistent with several goals and policies of the General Plan. Goal 3 of the Community Element (CM) promotes the health and wellness of all Santa Ana residents and Policy CM-3.7 supports programs that promote sports, fitness, walking, biking, and active lifestyles, which is consistent with the proposed project. The INSAND vision is to provide a unique approach to physical training that would be accessible to various age groups and physical activity levels. Additionally, the approval of the project would reintroduce that would reintroduce a fitness facility to the surrounding area. Also in line with promoting health and wellness. Goal 2 of the Land Use Element (LU) encourages a balance of land uses that meet Santa Ana's diverse needs. The proposed project would be similar to the previous use and reduce the mass and scale of the project in a manner that would be compatible with the surrounding area. Goal 3 of the LU encourages preservation and improvement of the character and integrity of existing neighborhoods and districts, which is consistent with the request as the applicant would be making site improvements to not only maintain but also enhance the character of the surrounding area. The request is also in line with Policy 3.7, which promotes a

clean, safe, and creative environment for Santa Ana’s residents, workers, and visitors, as the proposed redevelopment would revitalize the underutilized site and reinvest in the built out community.

**Section 2.** In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is categorically exempt from further review Section 15302 of the CEQA Guidelines (Class 2 – Replacement or Reconstruction). Class 2 exemptions apply to replacement of commercial structures with new structures of substantially the same size, purpose, and capacity. The project proposes to establish a fitness facility/community service center on a site previous utilized by a fitness facility and would be located within the same footprint of the previous structure. As such, a Notice of Exemption, Environmental Review No. 2022-62, 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. 2023-19, as conditioned in Exhibit A, attached hereto and incorporated herein, to allow for an outdoor fitness facility/community service center to be located at 2100 West Alton Avenue. This decision is based upon the evidence submitted at the above-referenced hearing, including but not limited to: The Request for Planning Commission Action dated November 13, 2023, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

[Signatures on the following page]

ADOPTED this 13th day of November 2023 by the following vote.

AYES: Commissioners: Carl Benninger, Manuel J. Escamilla, Jennifer Oliva, Bao Pham, Isuri Ramos, Alan Woo (6)

NOES: Commissioners:

ABSENT: Commissioners: Christopher Leo (1)

ABSTENTIONS: Commissioners:



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Bao Pham  
Chairperson

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



By: \_\_\_\_\_  
Jose Montoya  
Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Nuvia Ocampo, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2023-29 to be the original resolution adopted by the Planning Commission of the City of Santa Ana on November 13, 2023.

Date: \_\_\_\_\_

\_\_\_\_\_  
Nuvia Ocampo  
Recording Secretary  
City of Santa Ana

## EXHIBIT A

### **Conditions of Approval for Conditional Use Permit No. 2023-19**

Conditional Use Permit (“CUP”) No. 2023-19 allowing for operation of an outdoor fitness facility/community service center 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 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. 2022-13.
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 to the satisfaction of the Planning Division.
3. Any amendment to this conditional use permit must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the conditional use permit must be amended.
4. Violations of the CUP, as contained in Section 41-647.5 of the SAMC, will be grounds for permit suspension and/or revocation as described in Section 41-651 of the SAMC.
5. The applicant shall provide a conforming trash enclosure and submit plans for Planning Division review prior to issuance of any Building Permit or Certificate of Occupancy.
6. All group fitness classes utilizing amplified audio or music shall cease by 9:00 p.m. Should any concerns arise from neighboring properties, the owner is to work with Planning Division and community members staff to mitigate any impacts.
7. There shall be no amplified music audible beyond the property boundaries. All proposed activities shall be in conformance with the Article VI (Noise Control) of the SAMC.
8. No massage establishments or massage use shall be approved in conjunction with this fitness facility.
9. Any outdoor special events or temporary outdoor activities, including but not limited to, tournaments, fund-raising events, or promotional events, shall be in compliance with all provisions outlined in Section 41-195.5 of the SAMC.

10. Prior to issuance of the Certificate of Occupancy, the property shall be brought into full maintenance compliance with all applicable SAMC standards. Maintenance shall include, but is not limited to: the repair and upkeep of the property; cleanup of trash and debris; repair and upkeep of any damaged and/or weathered components of the building (e.g., siding, windows, architectural features); repair and upkeep of exterior paint; parking striping, lighting and irrigation fixtures; landscaping and related landscape, furnishing, and hardscape improvements.
  
11. Prior to the issuance of the Certificate of Occupancy, 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 on or 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.