

RESOLUTION NO. 2021-xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING DENSITY BONUS AGREEMENT APPLICATION NO. 2020-02 AS CONDITIONED FOR A NEW AFFORDABLE RENTAL RESIDENTIAL DEVELOPMENT FOR THE PROPERTY LOCATED 801, 807, 809 AND 809 ½ EAST SANTA ANA 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:

1. Daniel Battaglia with HomeAid Orange County (hereinafter referred to as "Applicant"), on behalf the Housing Authority of the City of Santa Ana as property owner, is requesting approval of Density Bonus Agreement Application No. 2020-02, as conditioned, to allow the construction of an affordable 17-unit rental residential community known as FX Residences at 801, 807, 809 and 809 ½ East Santa Ana Boulevard.
2. The Transit Zoning Code was adopted in 2010 to provide the zoning necessary to support the long-term development of a successful transit program. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including affordable residential communities, live/work units, service and retail, and professional offices.
3. The California Density Bonus Law (California Government Code Section 65915 et seq.) allows developers to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek incentives/concessions or waivers that would help the project be built without significant burden and without detriment to public health.
4. The Applicant's request has been thoroughly evaluated by the City's Development Review Committee (DRC) through Development Project No. 2019-33. Through this review, the DRC has considered the subject site, proposed development, and the applicant's requests for incentives/concessions and waivers pursuant to the State's Density Bonus Law.

5. On March 22, 2021, the Planning Commission of the City of Santa Ana held a duly noticed public hearing regarding the density bonus application and at that time considered all testimony, written and oral.
6. Section 41-1607 of the Santa Ana Municipal Code (SAMC) requires an application for a density bonus agreement containing deviations (incentives/concessions and/or waivers) to be approved by the Planning Commission.
7. The Planning Commission determines that the following findings, which must be established in order to grant this Density Bonus Agreement application pursuant to SAMC Section 41-1607, have been established for Density Bonus Agreement No. 2020-02 to allow construction of the proposed project:
  1. The proposed development will materially assist in accomplishing the goal of providing affordable housing opportunities in economically balanced communities throughout the city.

The proposed development will provide sixteen permanent supportive rental-housing units and one onsite manager unit, contributing toward the City's rental housing stock to serve the needs of diverse and underserved populations. The area in which the project is proposed, the Transit Zoning Code, currently contains an affordable mixed-use community and market-rate multi-family housing. The construction of this project will contribute toward an economically balanced community by providing housing for different demographic and income levels in an area rich with employment opportunities, commercial development, and market-rate housing.

2. The development will not be inconsistent with the purpose of the underlying zone or applicable designation in the general plan land use element.

The project site is in an area already identified in both the City's Zoning Code (the Transit Zoning Code) and General Plan (the Land Use and Housing elements) for new residential communities. Moreover, the City's General Plan land use designation for the project site is Urban Neighborhood, which applies to primarily residential areas with pedestrian oriented commercial uses, schools and small parks. This designation allows for a mix of residential uses and housing types, such as mid to low rise multiple family, townhouses and single-family dwellings; with some opportunities for live work, neighborhood serving retail and

service, public spaces and use, and other amenities. Lastly, the proposed density of 50 dwelling units per acre (du/ac) is below the density bonus provisions in the California Density Bonus Law for extremely low-income rental projects (80-percent density bonus) which allows for 52 du/ac on the project site.

3. The deviation is necessary to make it economically feasible for the Applicant to utilize a density bonus authorized for the development pursuant to section 41-1603.

The proposed project requires three deviations through incentives/concessions: (1) lot width and depth; (2) tandem parking; and (3) open space; as well as two deviations through a waiver in (1) permitted building types; (2) landscape standards; and, a reduction in onsite parking standards. The six deviations are described as follows:

*Lot Width and Depth (Incentive/Concession)*

The minimum lot width required for the Stacked Dwelling Building Type is a range between 125 and 200 feet. The overall site is comprised of four lots that would be consolidated into one developable lot. Even after lot consolidation, the development site would have a smaller than average lot width, compared to most lots in the area. Lots in the area range in lot depth and width but are on average 250 feet by 250 feet. In comparison, the site would have a lot width and depth of 100 feet and 150 feet, with a deviation of 25 feet for the minimum required lot width. Although the site has a deviation of 25 feet in the lot width, the applicant's stacked dwelling building design still accomplishes the intention of the TZC by providing a compatible design and balanced composition of massing on the project site, with appropriate interior floor area and individual unit sizes.

*Tandem Parking (Incentive/Concession)*

The TZC provides affordable housing incentives by allowing for tandem parking not to exceed 30-percent of the required parking per residential unit. Of the required twelve parking stalls, only two parking spaces are permitted as tandem parking. As designed, ten of the total twelve parking stalls would be tandem, which exceeds the allowable. Maintaining the required tandem-parking standard would result in a complete site redesign involving more of the site area

dedicated to parking. This would result in the significant loss of bedroom units and common open space. In order to maintain the current proposed unit count, the developer would be required to construct an additional level, resulting in a different type of construction (steel-frame versus wood), further increasing development costs.

Moreover, the project is located adjacent to the future OC Streetcar line, near five major bus lines, and less than half-a-mile of the Santa Ana Metrolink Station. In addition to public transit access, the City of Santa Ana has dedicated bike lanes along Santa Ana Boulevard as part of the City's Bicycle Master Plan. These alternative transit opportunities help lessen the parking impacts.

#### *Open Space (Incentive/Concession)*

The total common open space required for the project site is equal to 15-percent of the lot, or approximately 2,221 square feet. Instead, the project provides a 1,877-square-foot interior courtyard (12-percent), which is a difference of 344 square feet or 3-percent. The difference in open space is a direct result of the smaller than average lot width once the site is consolidated. Maintaining the required open space standard would also result in a site redesign involving the loss of bedroom units. In order to maintain the current proposed unit count, the developer would be required to construct an additional level, resulting in a different type of construction (steel-frame versus wood), further increasing development costs. Adjacent open spaces located within a half mile of the project site would help alleviate the open space difference. These include Logan Park, Mariposa Park, and French Park Neighborhood Park.

#### *Permitted Building Type (Waiver)*

The proposed building is required to be designed as one of the building types and architectural styles permitted by the UN-2 zone. Pursuant to the TZC, the building type and architectural style are considered development standards that are eligible to be waived if they physically preclude the construction of the project. The project proposes a Stacked Dwelling Building Type, which is not permitted in the UN-2 zone. However, if the project were designed as any other permitted building type or architectural style the project would result in a significant loss of residential units and a loss of further open space and landscaping. As a result, a

waiver from the allowable building type and architectural style is required.

#### *Landscape Standards (Waiver)*

Trees are required to be planted at the rate of one 24-inch box tree per 25 lineal feet of front yard. Due to site constraints, smaller than average lot width, and street tree requirements, no trees can be accommodated along Garfield Street. In addition, less than one tree per 25 lineal feet can be accommodated along Santa Ana Boulevard. Maintaining the required landscape standards for trees would result in the building being setback, an additional five to six feet along Garfield Street and Santa Ana Boulevard, resulting in a loss of parking area, common open space and residential units.

#### *Onsite Parking Standards*

The onsite parking standards for the project shall be reduced from 2.25 parking spaces per unit to 0.71 spaces per unit pursuant to California Government Code section 65915(p)(3)(a), which allows onsite parking at the ratio of 0.71 stall for one-bedroom units for a total of twelve (12) onsite parking spaces for the project, due to the affordability levels provided at the project and the unobstructed access of the project to a major transit stop within one-half mile.

When analyzed cumulatively, the three requested concessions could be avoided if the project were designed on a different site, using a different site plan, or constructed using a different type of construction (steel-frame/Type I versus wood/Type III). If the project were designed with a multi-level parking and/or subterranean parking structure, or if the applicant used different building materials to construct a taller project, additional area on site would become available to provide open space and parking, and would allow the project to meet the required tree requirements. However, these changes would increase development costs and result in a project that would exceed the maximum permitted building height, resulting in the affordable housing project becoming financially infeasible due to the significantly increased financial implications of an alternative construction type compared to the relatively smaller scale of the project (17 residential units).

**Section 2.** In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, an Environmental Impact Report (EIR) was

prepared and certified in 2010 in order to address the potential environmental impacts associated with the Transit Zoning Code. A mitigation monitoring and reporting program (MMRP), findings of fact, and a statement of overriding consideration were adopted with the 2010 EIR. As proposed, the development is not anticipated to have additional environmental impacts not addressed in the 2010 EIR. Therefore, no additional environmental review will be required. Based on this analysis, a Notice of Exemption, Environmental Review No. 2019-108 will be filed for this project. All applicable mitigation measures in the original EIR and associated MMRP will be enforced.

**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 Density Bonus Agreement No. 2020-02 as conditioned for the construction of an affordable 17-unit rental residential community for the project located at 801, 807, 809 and 809 ½ East Santa Ana Boulevard, as conditioned in Exhibit A, attached hereto and incorporated herein. This decision is based upon the evidence submitted at the above-referenced hearing, which includes, but is not limited to: the Request for Planning Commission Action dated March 22, 2021, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

ADOPTED this 22<sup>nd</sup> day of March, 2021 by the following vote:

AYES: Commissioners:  
NOES: Commissioners:  
ABSENT: Commissioners:  
ABSTENTIONS: Commissioners:

\_\_\_\_\_  
Mark McLoughlin  
Chairperson

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

By: \_\_\_\_\_  
Ryan O. Hodge  
Assistant City Attorney

#### CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL Recording Secretary, do hereby attest to and certify the attached Resolution No. 2021-xx to be the original resolution adopted by the Planning Commission of the City of Santa Ana on March 22, 2021.

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

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

**EXHIBIT A**  
**Conditions for Approval for Density Bonus Agreement Application No. 2020-02**

Density Bonus Agreement Application No. 2020-02 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, it 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 the Density Bonus Agreement.

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/termination of the Density Bonus Agreement.

1. All proposed site improvements must conform to the Development Project Review approval of DP No. 2019-33.
2. Any amendment to the DP No. 2019-33, including modifications to approved materials, finishes, architecture, site plan, landscaping, unit count, mix, 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 Development Project Review must be amended.
3. A final detailed amenity plan must be reviewed and approved prior to issuance of any building permits. The plan shall include details on the hardscape design, lighting concepts and outdoor furniture for amenity, plaza, or courtyard areas as well as an installation plan. The exact specifications for these items are subject to the review and approval by the Planning Division.
4. Prior to issuance of building permits, the Applicant shall submit a construction schedule and staging plan to the Planning Division for review and approval. The plan shall include construction hours, staging areas, parking and site security/screening during project construction.
5. Prior to installation of landscaping, the Applicant shall submit photos and specifications of all trees to be installed on the project site for review and approval by the Planning Division. Specifications shall include, at a minimum, the species, box size (24 inches minimum), brown trunk height (10-foot minimum), and name and location of the supplier.
6. Prior to final occupancy, a Property Maintenance Agreement, or Ground Lease if sufficiently applicable, must 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, or Ground Lease if sufficiently applicable, which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement, or Ground Lease if sufficiently applicable, 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 and immediately adjacent to 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, or Ground Lease if sufficiently applicable, 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, or Ground Lease if sufficiently applicable.

(g) The maintenance agreement, or Ground Lease if sufficiently applicable, 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, or Ground Lease if sufficiently applicable, 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, or Ground Lease as sufficiently applicable, shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.

7. All mechanical equipment shall be screened from view from public and courtyard areas.
8. After project occupancy, landscaping and hardscape materials must be maintained as shown on the approved landscape plans.
9. A residential property manager shall live on site, and the Applicant and onsite management shall at all times maintain a 24-hour emergency contact and contact information on file with the City.