

CONDITIONS OF APPROVAL – USE PERMIT (FILE # PLN-22-02)

- 1) The applicant shall comply with all City of Citrus Heights Codes and Regulations, including but not limited to the Citrus Heights Municipal Code and Zoning Code, and California Building Standards. [Planning]
- 2) The project is approved as described in this report and as shown in Attachment #5 and described in the Applicant's project description (Attachment #4) and shall conform to all conditions of approval and exhibits included within this project; File # PLN-22-02 for the use of an existing 10,840 square-foot retail space as an event center located at 6240 San Juan Avenue. The project shall comply with the requirements of all agencies including service providers. [Planning]
- 3) This approval will expire in three (3) years after the date of its initial approval, unless a building permit has been issued for the work. The Director may extend the term of approval for one additional year. [Planning]
- 4) Operators of any event being held within the event center shall ensure that at no time shall the noise exceed the levels allowed by the City's Noise Regulations, including observing a 10:00 pm cutoff time for all music. [Planning]
- 5) The applicant shall inform all renters that no doors may be propped open during an active event in order to ensure noise levels do not exceed those allowed in the City's Noise Regulations. [Planning]
- 6) The applicant shall inform all renters that any event with alcohol will need to obtain the proper permits from Alcoholic Beverage Control (ABC) and provide security measures per their requirements. [Planning]
- 7) No outdoor storage shall occur where viewable by patrons, adjoining properties, or from any public right of way. [Planning]
- 8) Should any nuisances arise at the site from the late night hours, parking, loitering or other health and safety issues, the applicant shall provide security measure(s) onsite acceptable to the Community Development Director and Chief of Police. If after reasonable notice and an opportunity to correct those problems, any public nuisances remain onsite, including any health and safety issues, the City can impose reduced operational hours, require a security company to provide onsite security during hours of concern, or other operational or site improvements deemed necessary to eliminate these nuisances. [Police and Planning]
- 9) All site landscaping, outdoor lighting, and site amenities shall be maintained in good working order and kept free of graffiti, trash, and any other visual nuisances. The applicant shall be responsible for enforcing cleanup of the site and parking lot at the conclusion of each event. [Planning]
- 10) Any violations of the conditions of approval could result in the revocation or modification of the Use Permit and/or the imposition of fines and penalties as allowed under Code. [Planning]
- 11) This Use Permit shall run with the land through any change of ownership of the subject site and all conditions of approval shall continue to apply after a change in ownership. If the use

is discontinued for more than twelve (12) consecutive months it shall be considered lapsed. [Planning]

12) This project shall meet all federal, state, and local solid waste disposal requirements; including, but not limited to, California SB1383, California AB341, and the City's Municipal Code requirements. [Engineering]

13) INFORMATIONAL COMMENT: The State Water Resources Control Board's has issued requirements for each commercial and multi-family property to capture all fugitive trash greater than 1/4" in diameter before it enters the public drainage system. The City of Citrus Heights is developing an implementation plan to comply with this requirement. While it has not currently been adopted into the municipal code, it will be in the near future, and the property owner should begin drafting a trash capture management plan for this site. The plan will need to be reviewed and approved by the City's Engineering Division. A Trash Management Declaration will also need to be recorded as part of the future requirements. This plan will describe how the property owner will capture trash/litter/debris from the site and provide documentation to the City. Please contact the City's Engineering Division for more information. [Engineering]

Prior to Issuance of Building Permits

14) The applicant shall repaint and apply a graffiti-resistant coating to the retaining wall that fronts the length of Sylvan Road on the east side of the building and rear exterior walls of the building subject to Planning Division review and approval. [Planning]

15) The applicant shall provide a detailed landscaping plan for the event center that indicates new landscape plantings and street trees for all areas of the site that are lacking adequate landscaping cover for review and approval by the Planning Division. California native, drought tolerant plants are preferred. [Planning]

16) The applicant shall provide detailed plans for a new trash enclosure at the north end of the complex for review and approval by the Planning Division. The Trash Enclosure shall be coated with anti-graffiti coating. [Planning]

17) The applicant shall provide detailed plans for all proposed tenant improvements for the intended use as an event center. As the proposed use is a change in occupancy classification for the tenant space, the applicant shall show full compliance with all fire life safety requirements as well as full accessibility for the site and the facility. [Building]

18) The applicant shall meet the following: Architectural Plans shall be submitted and approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be submitted prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District **does not** allow deferred submittals for Fire Sprinkler or Fire Alarm plans. [Fire]

19) The change of occupancy use may initiate the installation of a fire sprinkler and fire alarm system if they are not already existing. [Fire]

20) Based on the occupancy type of both suites, fire-rated construction may also be required to separate the adjacent business. [Fire]

21) The owner must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits. [SASD]

Prior to Final Occupancy

- 22) Prior to occupancy or building permit finals, remove & replace the existing driveway along San Juan Avenue. Driveway shall meet city standards and comply with all accessibility requirement. [Engineering]
- 23) Prior to occupancy or building permit finals, remove & replace a portion of the existing sidewalk located on each side of the driveway where tree roots have damaged it. [Engineering]
- 24) The on-site intersection of the drive aisles near the driveway shall be striped, “KEEP CLEAR” to minimize stacking of vehicles along San Juan Avenue. Any new parking lot striping shall meet the minimum requirements of Zoning Code Section 106.36.080. [Engineering & Planning]



- 25) Prior to final occupancy, the applicant shall submit plans to CHWD that shows the fire sprinkler assembly will be upgraded to the current standard RPDA assembly, including a concrete pad and freeze bag per CHED Standard Detail FP_650_1 and FP_650_2. [CHWD]
- 26) Prior to final occupancy, the applicant shall submit plans to CHWD that shows the water service located near said fire assembly will have a backflow device installed, including a concrete pad and insulated cage per CHWD Standard Detail RP_312. [CHWD]
- 27) Applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Permit challenging the validity of the Permit or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Permit. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis.

Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.