



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director

July 28, 2016

TO: Doug Smith, Vice Chair
David W. Louie, Commissioner
Laura Shell, Commissioner
Curt Pedersen, Commissioner
Pat Modugno, Commissioner

FROM: Anthony Curzi 
Zoning Permits North Section

**Project No. R2006-03422-(5) - Conditional Use Permit No. 200600272 - RPC
Meeting: August 3, 2016 - Agenda Item: 8**

The above-referenced item is a request to construct, operate, and maintain a new church facility containing worship and accessory structures in the unincorporated community of Llano in the southeast Antelope Valley.

Staff has revised the Project's draft conditions as follows: (1) Condition No. 24 has been revised to clarify the distinction between large-scale events (weddings, retirement parties, etc.) and small-scale events such as community meetings, (2) Condition No. 27 has been clarified to specify the maximum amount of expansion that may occur before triggering the requirement for a new conditional use permit, and (3) a new condition has been added (No. 28) requiring that the on-site single-family residence be used specifically as a caretaker's residence for the length of the grant term.

If you need further information, please contact Anthony Curzi at (213) 974-6435 or acurzi@planning.lacounty.gov. Department office hours are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Department is closed on Fridays.

RG:AMC

Enclosure: Revised Draft Conditions

**DRAFT CONDITIONS OF APPROVAL
COUNTY OF LOS ANGELES
PROJECT NO. R2006-03422-(5)
CONDITIONAL USE PERMIT NO. 200600272**

PROJECT DESCRIPTION

The project is for the construction and operation of a church facility containing worship and accessory structures. The facility will be comprised of five buildings, including: (1) sanctuary, (2) gymnasium, (3) multi-purpose room (for bible study, fellowship, and other uses), (4) dining room, and (5) restrooms. Of the five buildings, four measure 3,000 square feet, and one (the gym) measures 7,200 square feet, and all buildings together total 19,200 square feet. All these structures have a height of 19 feet. A 32-space vehicle parking lot, with two disabled-accessible spaces, will be provided. The project is subject to all of the following conditions of approval:

GENERAL CONDITIONS

1. Unless otherwise apparent from the context, the term "permittee" shall include the applicant, owner of the property, and any other person, corporation, or other entity making use of this grant.
2. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Los Angeles County ("County") Department of Regional Planning ("Regional Planning") their affidavit stating that they are aware of and agree to accept all of the conditions of this grant, and that the conditions of the grant have been recorded as required by Condition No. 7, and until all required monies have been paid pursuant to Conditions No. 10, 12, and 15. Notwithstanding the foregoing, this Condition No. 2 and Conditions No. 4, 5, 9, and 12 shall be effective immediately upon the date of final approval of this grant by the County.
3. Unless otherwise apparent from the context, the term "date of final approval" shall mean the date the County's action becomes effective pursuant to Section 22.60.260 of the County Code.
4. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or any other applicable limitations period. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense. If the County fails to promptly notify the permittee of any claim, action, or proceeding, or if the County fails to cooperate reasonably in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within 10 days of the filing make an initial deposit

with Regional Planning in the amount of up to \$5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to permittee or permittee's counsel.

If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the permittee according to County Code Section 2.170.010.

6. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void and the privileges granted hereunder shall lapse.
7. Prior to the use of this grant, the permittee, or the owner of the subject property if other than the permittee, shall **record the terms and conditions** of the grant in the office of the County Registrar-Recorder/County Clerk ("Recorder"). In addition, upon any transfer or lease of the property during the term of this grant, the permittee, or the owner of the subject property if other than the permittee, shall promptly provide a copy of the grant and its conditions to the transferee or lessee of the subject property.
8. **This grant shall terminate on August 3, 2041.** Entitlement to use of the property thereafter shall be subject to the regulations then in effect. If the permittee intends to continue operations after such date, whether or not the permittee proposes any modifications to the use at that time, the permittee shall file a new conditional use permit application with Regional Planning, or shall otherwise comply with the applicable requirements at that time. Such application shall be filed at least 12 months prior to the expiration date of this grant and shall be accompanied by the required fee. In the event that the permittee seeks to discontinue or otherwise change the use, notice is hereby given that the use of such property may require additional or different permits and would be subject to the then-applicable regulations.
9. This grant shall expire unless used within two (2) years from the date of final approval of the grant. A single one-year time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date.
10. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these

conditions. Inspections shall be made to ensure compliance with the conditions of this grant as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file. The permittee shall deposit with the County the sum of **\$2,400.00**. The deposit shall be placed in a performance fund, which shall be used exclusively to compensate Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval. The fund provides for **12 biennial (one every other year)** inspections. Inspections shall be unannounced.

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any one of the conditions of this grant, the permittee shall be financially responsible and shall reimburse Regional Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be \$200.00 per inspection, or the current recovery cost at the time any additional inspections are required, whichever is greater.

11. Within five (5) working days from the day after your appeal period ends (August 22, 2016), the permittee shall remit processing fees at the County Registrar-Recorder/County Clerk Office, payable to the County of Los Angeles, in connection with the filing and posting of a Notice of Determination (NOD) for this project and its entitlements in compliance with Section 21152 of the Public Resources Code. Unless a Certificate of Exemption is issued by the California Department of Fish and Wildlife pursuant to Section 711.4 of the California Fish and Game Code, the permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in Section 711.4 of the Fish and Game Code, currently **\$2,285.25** (\$2,210.25 for a Negative Declaration or Mitigated Negative Declaration plus \$75.00 processing fee). No land use project subject to this requirement is final, vested or operative until the fee is paid.
12. The permittee shall comply with all mitigation measures identified in the Mitigation Monitoring Program (MMP), which are incorporated by this reference as if set forth fully herein.
13. Within thirty (30) days of the date of final approval of the grant by the County, the permittee shall record a covenant and agreement, which attaches the MMP and agrees to comply with the mitigation measures imposed by the Mitigated Negative Declaration for this project, in the office of the Recorder. Prior to recordation of the covenant, the permittee shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the permittee shall submit annual mitigation monitoring reports to Regional Planning for approval or as required. The reports shall describe the status of the permittee's compliance with the required mitigation measures.
14. The permittee shall deposit an initial sum of **\$6,000.00** with Regional Planning within thirty (30) days of the date of final approval of this grant in order to defray the cost of reviewing and verifying the information contained in the reports required by the

MMP as well as to compensate Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with mitigation measures. The permittee shall replenish the mitigation monitoring account if necessary to ensure the permittee complies with mitigation measures as required by the MMP.

15. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission ("Commission") or a Hearing Officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or Hearing Officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance, or as otherwise authorized pursuant to Chapter 22.56, Part 13 of the County Code.
16. All development pursuant to this grant must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.
17. All development pursuant to this grant shall conform with the requirements of the County Department of Public Works to the satisfaction of said department.
18. All development pursuant to this grant shall comply with the requirements of Title 22 of the County Code and of the specific zoning of the subject property, unless specifically modified by this grant, as set forth in these conditions, including the approved Exhibit "A," or a revised Exhibit "A" approved by the Director of Regional Planning ("Director").
19. The permittee shall maintain the subject property in a neat and orderly fashion. The permittee shall maintain free of litter all areas of the premises over which the permittee has control.
20. All structures, walls and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by Regional Planning. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization which shall comply with current regulations.

In the event of graffiti or other extraneous markings occurring, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

21. The subject property shall be developed and maintained in substantial conformance with the plans marked Exhibit "A." If changes to any of the plans marked Exhibit "A" are required as a result of instruction given at the public hearing, **three copies** of a modified Exhibit "A" shall be submitted to Regional Planning by **October 3, 2016**

22. In the event that subsequent revisions to the approved Exhibit "A" are submitted, the permittee shall submit **three copies** of the proposed plans to the Director for review and approval. All revised plans must substantially conform to the originally approved Exhibit "A". All revised plans must be accompanied by the written authorization of the property owner(s) and applicable fee for such revision.

PERMIT-SPECIFIC CONDITIONS – CONDITIONAL USE PERMIT (CHURCH)

23. Any exterior lighting shall be fully shielded and in compliance with the Rural Outdoor Lighting District, Chapter 22.44, Part 9, of the Zoning Code, directed away from neighboring lots and public rights-of-way to prevent direct illumination and glare.
24. This grant approves a multipurpose room, identified as Building "C" on the Exhibit "A", which may be used for special events such as weddings, retirement parties, birthday parties, and other smaller-scale events such as community meetings and similar occurrences.
25. Special events such as weddings, Quinceañeras, Sweet 16 parties, and retirement parties are permitted in the multipurpose room and shall be limited to 24 per year, with a maximum of two in one month. All events shall conclude by 10:00 pm. Upon request, the permittee or person(s) in charge shall submit a record of all special events to Regional Planning. Outside non-profit organizations, i.e. community groups, may use the multipurpose room to hold meetings. These community meetings shall not count toward the 24 special events.
26. Carnivals, fairs, short-term farmers' markets, festivals, and religious observances sponsored by a public agency or a religious, fraternal, educational, or service organization are permitted on the premises subject to the approval of a Temporary Use Permit and pursuant to requirements of Part 14, of Chapter 22.56. An application for a Temporary Use Permit shall be filed 30 days prior to the date of the event. The number of events shall be limited to 12 per year and shall conclude by 10:00 pm. These 12 events shall not count toward the 24 special events described in Condition No. 25.

PROJECT SITE-SPECIFIC CONDITIONS

27. This grant shall authorize the construction and operation of a church facility, totaling 19,200 square feet, containing worship and accessory structures, including a sign. The permittee shall obtain approval for any additional signs, if necessary. Any expansion of the facility exceeding 3,000 square feet of new structures shall require the filing of a new CUP.
28. The on-site single-family residence shall be used exclusively as a caretaker's residence during the grant term.
29. In the event dust suppression becomes necessary during construction of the project, the applicant shall make use of dust palliatives as an alternative to water.

30. The permittee shall record a habitat conservation covenant for the on-site 10-acre Joshua tree habitat mitigation area and submit a record of this easement to Regional Planning by August 3, 2017.
31. The permittee shall have the 10-acre Joshua tree habitat mitigation area professionally surveyed and shall have this area depicted on the Exhibit "A" by October 3, 2016.
32. The permittee shall comply with all conditions set forth in the attached County Public Works letter dated March 26, 2015.
33. The permittee shall comply with all conditions set forth in the attached County Fire Department letter dated February 13, 2015.
34. The permittee shall comply with all conditions set forth in the attached County Public Health Department letter dated August 12, 2015.

Attachments:

Mitigation Monitoring Program (pages 1- 9)
Public Works, Fire, and Public Health Department Letters dated March 26, 2015, February 13, 2015, and August 12, 2015 respectively