



**DATE:** January 19<sup>th</sup>, 2023

File: UP 22-10

**TO:** Zoning Administrator

**FROM:** Molly Marcussen, Associate Planner, 530-879-6808,  
[molly.marcussen@chicoca.gov](mailto:molly.marcussen@chicoca.gov)

**RE:** Use Permit 22-10 (Elisha Ct Parking Reduction), 1 Elisha Ct, APN 005-264-031

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## RECOMMENDATION

Planning staff recommends that the Zoning Administrator find the project categorically exempt from further environmental review and approve Use Permit 22-10 (Elisha Ct Parking Reduction), based on the findings and subject to the recommended conditions of approval.

## BACKGROUND

The approximant 0.5 acre site is located at 1 Elisha Ct off Cohasset Road, on the northeast corner of the intersection of Cohasset and Elisha Ct Street (APN 015-120-076) (See **Attachment A**, Location-Notification Map, and **Attachment B**, Site plan). The site is designated Office Mixed Use (OMU) on the General Plan Land Use Diagram and located within the OR (Office Residential) zoning district.

The project site consists of an existing two-suite building and an existing parking lot with 18 vehicle parking spaces (**Attachment B**, Site plan). One suite (suite #100) is currently occupied by a dental practice. A hot yoga studio is looking to occupy the second suite (suite #150).

The applicant is requesting a non-residential shared parking between dental practice and hot yoga owners with the church (Saint Cyril & Methodius Orthodox Chico Church) located directly to the north of the property.

## DISCUSSION AND ANALYSIS

Pursuant to Chico Municipal Code (CMC) 19.70.040 (*Number of parking spaces required*), the dental practice is required to provide 10 parking spaces. The same objective development standards found in CMC 19.70.040 call for fixed class size fitness studios to provide 1 parking space for every 2 students of the maximum class size. The yoga studio will have a max class size of 30 students which would require them to provide 15 parking spaces. Additionally, Chico Municipal Code (CMC) 19.70.040 requires 10 percent of required vehicle spaces shall constitute the number of required bicycle spaces. Covered bike parking for 5 bicycles is currently provided on the site

The dental practice operates between the hours of 8am and 5pm, Monday-Friday. The yoga studio is proposing to limit class sizes to 16 students between the hours of 8am and 5pm Monday-Friday in order to not overburden parking within the site. Outside of those hours, the yoga studio would allow classes with up to 30 students maximum.

Monday-Friday between the hours of 8am and 5pm, the existing on-site parking lot would meet the needs of:

- the 2,630 sq. ft. dental practice (10 parking spaces) &
- the 16-student max yoga classes (8 parking spaces)  
**18 parking spaces required. 18 parking spaces provided.**

Outside of the hours of 8am and 5pm, Monday-Friday, the existing on-site parking lot would meet the needs of the 30-student maximum yoga classes (15 parking space)  
**15 parking spaces required. 18 parking spaces provided.**

In addition, a shared parking agreement has been established between the Dentist/Hot Yoga owners and the Saint Cyril & Methodius Orthodox Chico Church located directly to the north of the property to handle any overflow parking should the need arise (See **Attachment C**, shared parking agreement). A walking path through the shared fence would be created so that customers can easily get from the church parking lot to the dentist office/yoga studio. The shared parking agreement will provide an additional 11 spaces to the project site, created a total of 29 parking spaces available for use. Both the yoga studio and dentist office are closed on Sunday when the church is in use.

Non-Residential Parking Reduction:

CMC Section 19.70.050(B) establishes the City's parking non-residential parking reduction requirements.

*B. Non-Residential Shared Parking Reduction. Non-residential parking facilities may be shared if multiple uses on the same site cooperatively operate the facilities and if some uses generate parking demands primarily when other uses are not in operation. For example, where one use operates during evenings or weekdays only, or where patrons are likely to visit more than one use on a single trip. The applicant shall provide documentation, including a shared parking use analysis, to the satisfaction of the Zoning Administrator, justifying the requested shared parking reduction. Shared parking may be approved only if:*

- 1. The number of spaces provided will meet the greatest parking demand of any participating use; and*
- 2. Evidence, as deemed satisfactory by the Zoning Administrator, has been submitted by the parties operating the shared parking facility. The evidence shall describe the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them; and*
- 3. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Zoning Administrator and approved by the City Attorney, are executed to ensure that the parking spaces provided are maintained and used as approved for the life of the non-residential development.*

The number of spaces provided will not only meet but exceed the greatest parking demand of any participating use by 6 spaces. **Attachment C**, the shared parking agreement, has been submitted which describes the nature of the uses, times when the uses operate and require each owner to maintain their own parking lots. No additional documents such as covenants or deed restrictions have been submitted at this time but can be if requested by the Zoning Administrator.

## **ENVIRONMENTAL REVIEW**

The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15303 (New Construction or Conversion of Small Structures). Consistent with this exemption, the project involves minor construction modification to the exterior of the structures. The project is consistent with the applicable General Plan designation and zoning regulations.

## **FINDINGS**

Following a public hearing, the Zoning Administrator may approve a use permit application, with or without conditions, only if all the following findings can be made:

### Use Permit Findings

- A. *The proposed use is allowed within the subject zoning district and complies with all of the applicable provisions of Chapter 19.24 (Use Permits).*

A dental practice and yoga studio is a permitted use within the Office Residential (OR) zoning district pursuant to Chico Municipal Code Section 19.44.020 (*Office Residential zone land uses and permit requirements*). This use permit has been processed in accordance with the requirements of Chapter 19.24 (*Use Permits*).

- B. *The proposed use would not be detrimental to the health, safety, and general welfare of persons residing or working in the neighborhood of the proposed use.*

The project addresses traffic impacts to neighboring properties and public streets by limiting the hot yoga class sizes during the hours the dentist office is operating, and by the additional spaces provided by the shared parking agreement the Saint Cyril & Methodius Orthodox Chico Church. These features of the project ensure that no significant impacts related to health, safety, and/or general welfare will affect those in the surrounding neighborhoods.

- C. *The proposed use will not be detrimental and/or injurious to property and improvements in the neighborhood of the proposed use, as well as the general welfare of the City.*

As discussed, the project plans to convert an already existing commercial buildings suite into a hot yoga center. On-site improvements have already been installed during the construction of the buildings in 2020. No impacts to neighboring properties have been identified.

- D. *The proposed use will be consistent with the policies, standards, and land use designations established by the General Plan.*

The proposed project is consistent with the Office Mixed Use designation for the site and several General Plan goals. The project enhances existing neighborhoods and create new neighborhoods with walkable access to recreation (LU-3), encourage infill development that provides missing neighborhood elements, (LU 4.4) and directs growth into complete neighborhoods with a land use mix and distribution intended to reduce auto trips and support walking, biking, and transit use (LU- 3.1)

- E. *The design, location, size, and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity.*

The project involves the conversion of an existing commercial and retail building into a hot yoga studio. The smaller scale project with the specified conditions of operation will be compatible with the existing and future land uses in the vicinity. A walkway connection has been provided for pedestrian access between the subject site and the church parking area next door.

#### **CONDITIONS OF PROJECT APPROVAL**

1. Use Permit 22-10 authorizes a nonresidential shared parking reduction between Mark Truhe Dentist Office, the Hot Yoga Studio, and the Saint Cyril & Methodius Orthodox Chico Church, in substantial accord with the "Site Plan Use Permit 22-10 (Elisha Ct. Parking Reduction)" and in compliance with all other conditions of approval.
2. The permittee shall comply with all other State and local Code provisions, including those of the Building Division, Public Works Department, Fire Department, and Butte County Environmental Health. The permittee is responsible for contacting these offices to verify the need for permits.
3. A walking path through the shared fence between the church and dentist office/ hot yoga studio shall be installed prior to the issuance of a certificate of occupancy for the hot yoga studio.
4. Prior to issuance of building permits, the permittee shall record the parking agreement and provide a recorded copy to Planning staff.
5. Prior to the issuance of a certificate of occupancy, the permittee shall coordinate with Planning staff to conduct a site visit to ensure all elements of the site plan have been

executed, including, but not limited to installation of the walkway path and wayfinding signage.

6. The applicant shall defend, indemnify, and hold harmless the City of Chico, its boards and commissions, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to or claim regarding the legality, validity, processing or adequacy associated with: (i) this requested entitlement; (ii) the proceedings undertaken in connection with the adoption or approval of this entitlement; (iii) any subsequent approvals or permits relating to this entitlement; (iv) the processing of occupancy permits and (v) any amendments to the approvals for this entitlement. The City of Chico shall promptly notify the applicant of any claim, action or proceeding which may be filed and shall cooperate fully in the defense, as provided for in Government code section 66474.9.
7. This permit is subject to the parking provided by the Saint Cyril & Methodius Orthodox Chico Church.

## **PUBLIC CONTACT**

A notice was published in the Chico Enterprise Record 10 days prior to the meeting date and notices were mailed out to all property owners and tenants within 500 feet of the project site.

### Neighborhood Meeting

On December 13th, 2022, a neighborhood meeting was held at the project site. The project applicants and City staff were present, however, no tenants or owners from the area attended the meeting.

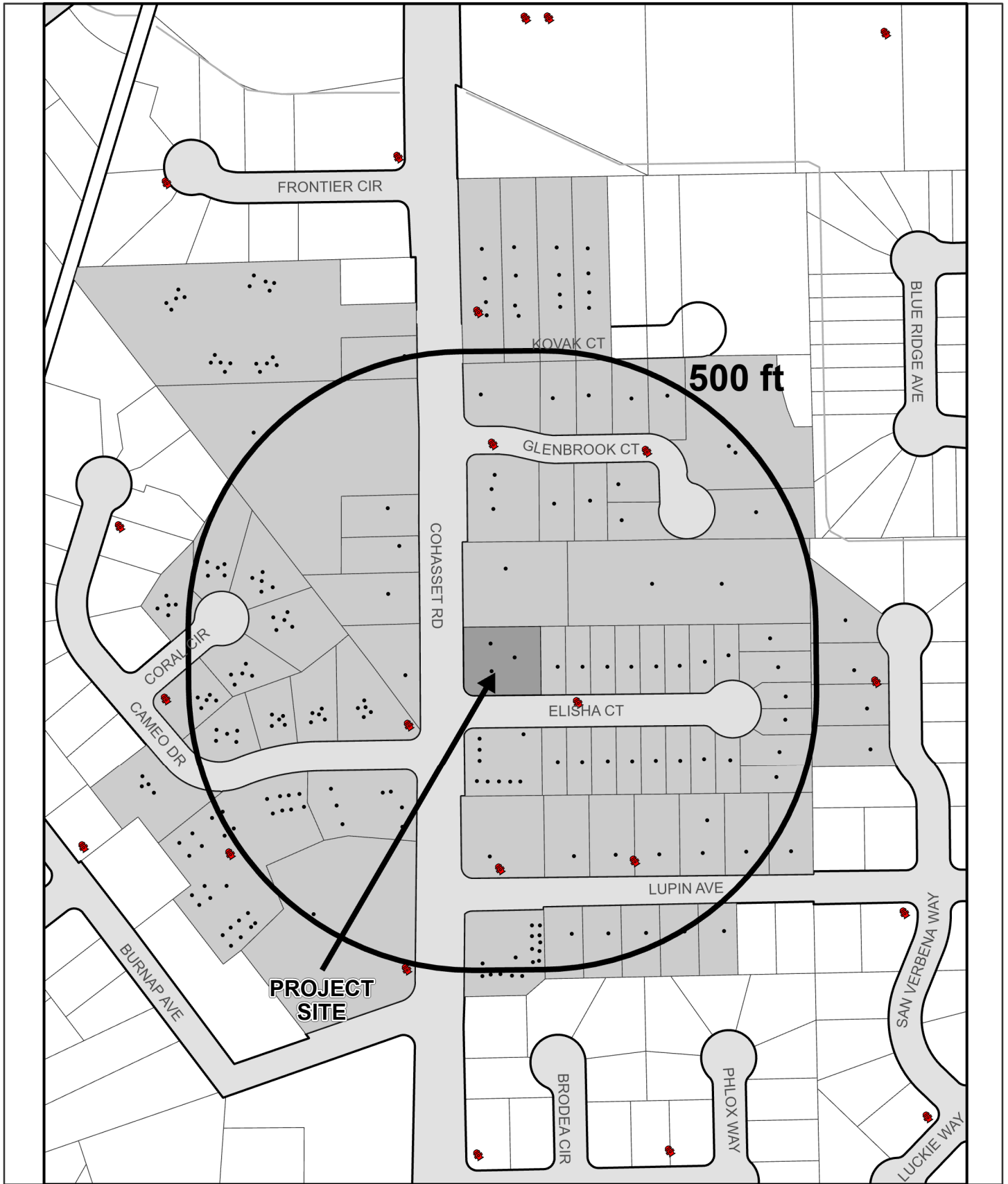
## **DISTRIBUTION**

### External (2)

Emily Lenna Ostrovskiy, Email: chicoemily2@gmail.com  
Mark Truhe, 1 Elisha Ct #1509, Chico, CA 95927

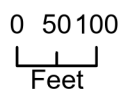
## **ATTACHMENTS**




- A. Location Map
- B. Site Plan
- C. Shared Parking Agreement



UP 22-10 (Elisha Ct Parking Reduction)  
 1 Elisha Ct, Suite 150  
 APN 015-120-076

Date Saved: 1/24/2023



-  Noticed Parcels
-  Noticed Addresses
-  Fire Hydrants





(9) 9'x20'  
OVER-FLOW  
PARKING  
SPACES

(2) 9'x20'  
OVER-FLOW  
PARKING  
SPACES

SAINTS  
CYRIL &  
METHODIUS  
ORTHODOX  
CHURCH

(2) 9'x20'  
OVER-FLOW  
PARKING  
SPACES

NEW WALKING PATH TO  
OVER-FLOW PARKING

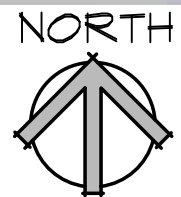
(18) ON-  
SITE  
PARKING  
SPACES

43'-1"  
45'-7"  
YOGA  
STUDIO

DENTAL  
OFFICE

Elisha Ct

Elisha Ct



## Shared Parking Agreement

The shared parking agreement is entered into and effective 11/16/2022 | 12:33 PM CST 2022, by and between Saints Cyril & Methodius Orthodox Church (Tenant) and Mark A Truhe Separate Property Trust Dated 10/13/2016 (Landlord).

1. Mark A Truhe Separate Property Trust Dated 10/13/2016, the owner of the property located at 1 Elisha Ct, Chico, CA 95973 APN: 015-120-076-000 and Saints Cyril & Methodius Orthodox Church the owner of the property located at 2956 Cohasset Road, Chico, CA 95973 APN: 015-120-032-000 agrees to mutual share parking lots at the specified times and terms below.
2. In addition, Saints Cyril and Methodius Orthodox Church acknowledges and agrees to allow Empower Hot Yoga, LLC Tenant of 1 Elisha Ct to use their parking lot.
3. Mark A Truhe Trust Separate Property Trust Dated 10/13/2016 and Empower Hot Yoga clients, employees, customers, and/or visitors may use a portion of 2956 Cohasset Road parking lot as shown on the attached map during business hours 8:00 – 5:00 p.m. Monday – Friday.
4. Saints Cyril and Methodius Orthodox and clients, employees, customers, and/or attendees may use 1 Elisha Ct parking lot Sundays 8:30 AM – 2:30 PM.
5. The terms contained here shall commence upon execution of agreement.
6. Both owners agree to maintain their own parking lot.
7. No parking is allowed with intent to store or sell vehicles (operating or not).
8. No overnight parking.
9. All parties to comply with all government agency/ City laws and regulations.
10. In the event of damage caused by either party or either parties' clients, employees, customers, attendees, and/or visitors, negligence or not, the cost to be the liability of the responsible party.
11. In the event a vehicle needs towed the cost to be the liability of the responsible party.
12. Subject to the limitations set forth in this herein, each party each agrees to indemnify and hold harmless each other party from and against any and all losses, liabilities, expenses, claims, liens, damages or other obligations whatsoever that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representation.



13. This agreement may be terminated with 14 days notice.

**Saints Cyril & Methodius Orthodox Chico**

<p>DocuSigned by: <i>Ian Shipley</i> 53FA6143557046D...</p> <hr/>	<p>11/16/2022   12:33 PM CST</p> <hr/>
<p><b>Signature</b></p>	<p><b>Date</b></p>

**Mark A Truhe Separate Property Trust Dated 10/13/2016**

<p>AuthentiSIGN <i>Mark Truhe</i> 10/26/2022 11:20:57 AM PDT</p> <hr/>	<hr/>
<p><b>Signature</b></p>	<p><b>Date</b></p>