III.A

City of Santa Barbara
California

PLANNING COMMISSION
STAFF REPORT

REPORT DATE: September 6, 2018
AGENDA DATE: September 13, 2018
PROJECT ADDRESS: 1220-1222 State Street & 20 E. Victoria Street (MST2016-00555)
"Granada Plaza"

TO: Planning Commission
FROM: Planning Division, (805) 564-5470, extension 4552
Beatriz Gularte, Senior Planner
Allison De Busk, Project Planner

I. PROJECT DESCRIPTION
The project consists of a merger of nine lots totaling 0.74 acres and a subsequent re-subdivision to create seven new lots. Proposed lot sizes range from 596 square feet to 13,022 square feet, and are specifically identified in Section V.B of the staff report. The project also includes paseo improvements such as lighting, paving and walls to create "Granada Plaza," an enhanced connection between State Street and Paseo de las Granadas; defined bus/truck parking for the Granada Theatre; a new shared trash enclosure; and two new private garages of 476 and 535 net square feet for the two residential units in Granada Tower. The proposed paseo to State Street would be dedicated to the City.

A new eight-foot tall plaster wall with a sandstone cap with recessed indirect lighting is proposed along the south side of the paseo. This wall is proposed to have art installations to minimize its attractiveness for graffiti. Bollards with integrated lighting would be installed along the paseo where there is no wall proposed.

The shared trash enclosure would handle trash and recycling for the Granada Theatre and Tower (1214 State Street), as well as businesses located at 1218, 1220, 1222, 1222 ½, 1224, 1226 and 1226 ½ State Street.

II. REQUIRED APPLICATIONS
The discretionary application required for this project is a Tentative Subdivision Map to allow the merger of nine parcel(s) and the subsequent re-subdivision of the land into seven new lots (SBMC Chapter 27.07).

APPLICATION DEEMED COMPLETE: August 27, 2018
DATE ACTION REQUIRED PER MAP ACT: October 20, 2018

III. RECOMMENDATION
If approved as proposed, the project would conform to the City’s Zoning and Building Ordinances and policies of the General Plan. Consolidation of trash services and improving the
paseo would create a more inviting pedestrian experience, which would enhance this important connection in the downtown. In addition, the size and massing of the project are consistent with the surrounding neighborhood. Therefore, Staff recommends that the Planning Commission approve the project, making the findings outlined in Section XI of this report, and subject to the conditions of approval in Exhibit A.

IV. BACKGROUND

This project was originally submitted to the City in November 2011 (MST2011-00435). The Historic Landmarks Commission held one concept review hearing on November 30, 2011 (refer to HLC Minutes, Exhibit E).

Discussions regarding this concept continued, and in April 2014, the City Council approved execution of a License Agreement to provide parking permits for three parking spaces in the

Vicinity Map – 1220-1222 State Street, 20 E. Victoria Street
Granada Garage free of charge for a period of five years to the Owners of 1226 State Street in order to facilitate the acquisition of the property involved in the subject project. Note that this License Agreement does not become effective until after recordation of the requested Subdivision Map. The Agreement presumes that the three existing parking spaces at 1226 State Street would be eliminated by the current project. Refer to Exhibits D and E for Council Agenda Report and License Agreement, respectively.

That previous project expired, and an updated proposal was submitted for Pre-Application Review Team review on December 9, 2016. On October 27, 2017, a formal application was submitted.

V. SITE INFORMATION AND PROJECT STATISTICS

A. SITE INFORMATION

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>The Towbes Group</th>
</tr>
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<tbody>
<tr>
<td><strong>Site Information</strong></td>
<td></td>
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<tr>
<td><strong>Parcel Number:</strong></td>
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<tr>
<td>039-183-003</td>
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<tr>
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<td><strong>General Plan:</strong></td>
<td>Commercial- Medium High Density Residential</td>
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<tr>
<td><strong>Zoning:</strong></td>
<td>C-G Commercial General</td>
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<td><strong>Topography:</strong></td>
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</table>

Adjacent Land Uses

- **North** – Nonresidential and E. Victoria Street
- **East** – Paseo de las Granadas, public parking and nonresidential
- **South** – Nonresidential, Granada Theatre and residential
- **West** – State Street and nonresidential


B. PROJECT STATISTICS

<table>
<thead>
<tr>
<th>Adjusted Lots</th>
<th>Existing Lot Area (Approximate)</th>
<th>Proposed Lot Area (Approximate)</th>
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<tbody>
<tr>
<td>One</td>
<td>5,848 sf</td>
<td>4,313 sf</td>
</tr>
<tr>
<td>Two</td>
<td>8,651 sf</td>
<td>6,379 sf</td>
</tr>
<tr>
<td>Three</td>
<td>2,400 sf</td>
<td>2,700 sf</td>
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<tr>
<td>Four</td>
<td>14,964 sf</td>
<td>13,022 sf</td>
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<tr>
<td>Five</td>
<td>449 sf</td>
<td>4,603 sf</td>
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<tr>
<td>Six</td>
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<td>699 sf</td>
</tr>
<tr>
<td>Seven</td>
<td></td>
<td>596 sf</td>
</tr>
<tr>
<td>TOTAL</td>
<td>32,312</td>
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</tr>
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VI. ISSUES

Adjusted Lot 3 (paseo to State Street) is proposed to be dedicated to the City of Santa Barbara. As a result, the City is very interested in the proposed improvements within the paseo as well as maintenance responsibilities for all surrounding improvements. In order for the City to accept the paseo dedication, the entire paseo would need to be improved to City standards. The current proposal does not address the portion of the paseo located between the two buildings at 1222 and 1226 State Street (e.g. continuous paving material, storm water management). Staff also wants to ensure that maintenance responsibilities of the various owners are clearly delineated. In order to address these issues, staff has proposed conditions of approval (B.1.2 and C.5) to ensure the paseo is improved to City standards and adjacent improvements are properly maintained.

Additionally, staff has struggled with how to ensure that the shared trash enclosure gets constructed, as it is of critical importance to the project as a whole and was part of the reason the City agreed to accept the paseo and the associated maintenance and liability. The subdivision must occur prior to construction of the shared trash enclosure due to conflicting property lines as currently configured. However, recordation of the subdivision, or issuance of a Certificate of Occupancy, is typically the City’s leverage (or “hook”) for ensuring that improvements are made. In this case, the subdivision will have recorded prior to issuance of permit for the trash enclosure, and there is no Certificate of Occupancy that the City needs to issue. The conditions of approval have been drafted to require completion of certain key improvements prior to the City’s acceptance of the paseo property (condition of approval I).

VII. POLICY AND ZONING CONSISTENCY ANALYSIS

A. ZONING ORDINANCE CONSISTENCY – TITLE 30

The subject parcels are zoned C-G Commercial-General. The following Zoning analysis relates only to the proposed garages located on Adjusted Lots 6 and 7, and the trash enclosure on Adjusted Lot 5.
As identified in the table above, the proposed development would comply with the requirements of the Zoning Ordinance. There is no minimum lot area or street frontage requirement for newly created lots in the C-G Zone.

1. **NONRESIDENTIAL GROWTH MANAGEMENT PROGRAM**

   The proposed garages are not counted as “floor area” for the purposes of the Nonresidential Growth Management Program because they are designed exclusively for occupant or patron parking (SBMC §30.170.020.D.1). Therefore, the project does not include any nonresidential floor area.

   As part of the subdivision, the remaining Minor and Small Addition allocations on each existing lot are proposed to be allocated amongst the adjusted lots. A Table identifying the allocations is attached as Exhibit F. These allocations would be formalized through a recorded document when the subdivision is recorded.

2. **PARKING**

   Portions of the project site are used as informal parking areas, although no parking is required by the Zoning Ordinance for this area of the Central Business District, which is located within a 100% zone of benefit due to the proximity of the Granada Garage (Public Parking Lot 6).

   The property located at 1226 State Street (not a part of the Subdivision Map application) currently has vehicular access rights over what is proposed to be the public paseo, and currently has parking spaces accessed off the paseo area. As discussed above, the City entered into a License Agreement with this property owner related to this subdivision map request. This License Agreement, in part, induced the property owner of 1226 State Street to participate in this application. Trash collection for the property at 1230 State Street requires use of the paseo.

   The proposed garages, which would each hold four cars, are currently intended for use by the two residential units located at the top of Granada Tower. However, those units received a parking modification and do not require parking. Therefore, the garages could ultimately be sold or rented to any entity.

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<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement/ Allowance</th>
<th>Existing</th>
<th>Proposed</th>
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<td>Setbacks</td>
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<tr>
<td>-Rear</td>
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<tr>
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<tr>
<td>Parking</td>
<td>0</td>
<td>0*</td>
<td>8 spaces (in two 2-car garages, each with a parking lift)</td>
</tr>
</tbody>
</table>

* No legally recognized parking spaces are provided, although portions of the site are currently used for informal parking.
B. GENERAL PLAN CONSISTENCY

Exhibit J includes a list of relevant General Plan policies. The proposed project is generally consistent with the policies of the General Plan. Additional analysis of key policies is provided below.

The project site is located in the Downtown Neighborhood, which is bounded on the north by Sola Street; on the south by Ortega Street; on the east by Santa Barbara Street; and on the west by De la Vina Street. The Downtown Neighborhood is the most intensively used part of the City. The Downtown is a major tourist draw with historic sites, retail stores and cultural arts venues, including the adjacent Granada Theatre. The General Plan (Appendix B) identifies the importance of providing public space for pedestrians. The General Plan land use designation for the project site is Commercial / Medium High Residential.

The project site contains existing nonresidential development adjacent to State and Victoria Streets, and also includes vacant land that serves as the pedestrian connection from public parking lot #6 to State Street, and accommodates back-of-house activities for the Granada Theatre. The proposed subdivision and associated development could be viewed as relatively minor for such a central commercial area, because it does not include any new nonresidential floor area or residential units. However, consolidating trash collection, improving the paseo, and formalizing truck loading and parking areas for the Granada Theatre would create a more orderly and beautified use of this currently haphazard behind-the-scenes part of the downtown, and serves to benefit those existing commercial and cultural uses.

Following the subdivision and associated improvements, the Applicant proposes to dedicate the paseo (adjusted Lot 3) to the City of Santa Barbara to ensure continued maintenance and availability of this important connection between State Street, Parking Lot 6 and Anacapa Street. Therefore, the proposed project could be found consistent with various policies of the Land Use, Open Space, Circulation, and Economy and Fiscal Health Elements of the General Plan, as well as with the City’s Urban Design Guidelines and Pedestrian Master Plan.

The Granada Building, located adjacent to the project site, is a designated City Landmark. The project site itself does not contain any designated historic structures or structures identified as potentially historic. The proposed development of the garages and trash enclosure would not be visible from State Street and would not impact the landmark Granada Building.

VIII. TENTATIVE SUBDIVISION MAP

The proposed project would subdivide the existing 32,312 square foot site into seven lots, as identified in Section V.B above. Various easements are included to ensure appropriate access is maintained to each adjusted lot.

**Standard for Review of the Tentative Subdivision Map.** Compliance with the Subdivision Map Act and SBMC Chapter 27.07 are required prior to approval of Tentative Subdivision Map. The proposed project would reconfigure nine parcels into seven lots. The proposed subdivision would create seven lots of appropriate size that would reasonably accommodate existing and potential future land uses envisioned in the General Plan.
IX. ENVIRONMENTAL REVIEW

The Environmental Analyst has determined that the Tentative Subdivision Map is exempt from further environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15305 (Minor Alterations in Land Use Limitations), which allows for lot line adjustments or reversion to acreage where no additional lots are being created and the project does not result in any changes to land use or density.

The Environmental Analyst has determined that the associated project improvements, including but not limited to the garages, trash enclosure, walls and paving are exempt from further environmental review pursuant to CEQA Section 15303 (New Construction of Small Structures), which allows for the construction of accessory structures such as garages and walls.

X. DESIGN REVIEW

This project was reviewed by the HLC on two separate occasions (meeting minutes are attached as Exhibits G, H and I), in addition to the review done for the prior application. On March 21, 2018, the HLC continued the project to the Planning Commission making the comment that the project was compatible with surrounding development and El Pueblo Viejo in general. The HLC appreciated the concept of differentiating the public and private areas, but additional review of materials is required.

XI. FINDINGS

The Planning Commission finds the following:

THE TENTATIVE MAP (SBMC §27.07.100)

As described in Section VII of the Staff Report, the Tentative Subdivision Map is consistent with the General Plan and the Zoning Ordinance of the city of Santa Barbara. The site is physically suitable for the proposed development because it is a commercially-zoned area in the City’s downtown and the proposed improvements are intended to support existing commercial and cultural uses. The project does not include any residential units, therefore the project is consistent with the density provisions of the Municipal Code and the General Plan. The proposed use is consistent with the vision for this neighborhood of the General Plan because it creates a more inviting and formal pedestrian connection between State Street and Anacapa Street, facilitates back-of-house activities for the Granada Theatre, and organizes refuse collection for the various businesses. The design of the project will not cause substantial environmental damage because it involves improvements within an existing urban area that has been previously developed, and associated improvements will not cause serious public health problems because the project is consistent with all applicable policies. The design of the subdivision accommodates access through the property for the public at large through future dedication of Lot 3 to the city of Santa Barbra.

Exhibits:

A. Conditions of Approval
B. Tentative Map and Project Plans
C. Applicant's letter, dated August 27, 2018
D. Council Agenda Report dated April 8, 2014 regarding Execution of a License Agreement for Parking Purposes at the Granada Garage
E. License Agreement for Parking
F. Minor and Small Addition Allocations
G. HLC Minutes, November 30, 2011
H. HLC Minutes, May 3, 2017
I. HLC Minutes, March 21, 2018
J. Applicable General Plan Policies
I. In consideration of the project approval granted by the Planning Commission and for the benefit of the owner(s) and occupant(s) of the Real Property, the owners and occupants of adjacent real property and the public generally, the following terms and conditions are imposed on the use, possession, and enjoyment of the Real Property:

A. **Order of Development.** In order to accomplish the proposed development, the following steps shall occur in the order identified:

1. Obtain all required design review approvals.

2. Pay Land Development Team Recovery Fee (30% of all planning fees, as calculated by staff) at time of Building Permit (BLD) or Public Works Permit (PBW) application, whichever occurs first.

3. Submit an application for and obtain City Council approval of the Final Map and Agreement(s) and record said documents.

4. Submit an application for, obtain appropriate permits, and complete all required improvements (refer to Condition C.5).

5. Following recordation of Final Map, submit an application for and obtain a Building Permit (BLD) for construction of approved development (e.g. shared trash enclosure, private garages).

6. Following completion of the shared trash enclosure and public improvements, request City acceptance of dedication of Lot 3.

Details on implementation of these steps are provided throughout the conditions of approval.

B. **Recorded Conditions Agreement.** Prior to the issuance of any Public Works permit or Building permit for the project on the Real Property, except a demolition or other appropriate (as determined by City staff) building permit for work in anticipation of primary project improvements, the Owner shall execute an *Agreement Relating to Subdivision Map Conditions Imposed on Real Property*, which shall be reviewed as to form and content by the City Attorney, Community Development Director and Public Works Director, shall be recorded in the Office of the County Recorder concurrent with the Final Map, and shall include the following:

1. **Approved Development.** The development of the Real Property approved by the Planning Commission on September 13, 2018 is limited to the merger of nine existing lots and the resubdivision of seven lots and the improvements, including a shared trash enclosure, two garages of approximately 650 and 550 square feet, and Granada Plaza improvements, as shown on the Tentative Subdivision Map or project...
plans signed by the chair of the Planning Commission on said date and on file at the City of Santa Barbara.

2. **Paseo De Las Granadas Operations Agreement.** An Operations Agreement shall be submitted for approval by the Public Works Department Downtown Parking Section. The Agreement must include details on how to address truck and bus circulation and parking; and staging of theater sets and equipment in Paseo De Las Granadas.

3. **Shared Trash Enclosure.** Applicant shall construct a shared trash enclosure as shown on the approved plans following recordation of the Final Map.

4. **Uninterrupted Water Flow.** The Owner(s) of each newly created parcel shall allow for the continuation of any historic flow of water onto their newly created parcels including water from adjacent sources such as, but not limited to, public or private property drainage swales, natural watercourses, conduits, runoff from public or private roads, etc, as may be deemed appropriate.

5. **Landscape Plan Compliance.** The Owner shall comply with the Landscape Plan approved by the Historic Landmarks Commission (HLC). Such plan shall not be modified unless prior written approval is obtained from the HLC. The landscaping on the Real Property shall be provided and maintained in accordance with said landscape plan, including any tree protection measures. If said landscaping is removed for any reason without approval by the HLC, the owner is responsible for its immediate replacement.

6. **Storm Water Pollution Control and Drainage Systems Maintenance.** Owner shall maintain the drainage system and storm water pollution control devices in a functioning state and in accordance with the Storm Water BMP Guidance Manual and Operations and Maintenance Procedure Plan approved by the Creeks Division. Should any of the project’s surface or subsurface drainage structures or storm water pollution control methods fail to capture, infiltrate, and/or treat water, or result in increased erosion, the Owner shall be responsible for any necessary repairs to the system and restoration of the eroded area. Should repairs or restoration become necessary, prior to the commencement of such repair or restoration work, the Owner shall submit a repair and restoration plan to the Community Development Director to determine if an amendment or a new Building Permit is required to authorize such work. The Owner is responsible for the adequacy of any project-related drainage facilities and for the continued maintenance thereof in a manner that will preclude any hazard to life, health, or damage to the Real Property or any adjoining property.

C. **Public Works Submittal Prior to Final Map Approval.** The Owner shall submit the following, or evidence of completion of the following, to the Public Works Department for review and approval, prior to processing the approval of the Final Map and prior to the
issuance of any permits for the project except a demolition or other appropriate (as determined by City staff) permit for work in anticipation of primary project improvements:

1. **Final Map.** The Owner shall submit to the Public Works Department for approval, a Final Map prepared by a licensed land surveyor or registered Civil Engineer. The Final Map shall conform to the requirements of the City Survey Control Ordinance.

2. **Dedication.** Irrevocable offer to dedicate Lot 3 in fee for public purposes, as shown on the approved Tentative Subdivision Map.

3. **Water Rights Assignment Agreement.** The Owner(s) of each lot shall assign to the City of Santa Barbara the exclusive right to extract ground water from under the Real Property in an *Agreement Assigning Water Extraction Rights*. Engineering Division Staff prepares said agreement for the Owner’s signature.

4. **Drainage and Water Quality.** The project is required to comply with Tier 3 of the Storm Water Management Plan (treatment, rate and volume). The Owner shall submit worksheets from the Storm Water BMP Guidance Manual for Post Construction Practices prepared by a registered civil engineer or licensed architect demonstrating that the new development will comply with the City’s Storm Water Management Plan. Project plans for grading, drainage, stormwater facilities and treatment methods, and project development, shall be subject to review and approval by the City Building Division and Public Works Department. Sufficient engineered design and adequate measures shall be employed to ensure that no significant construction-related or long-term effects from increased runoff, erosion and sedimentation, urban water pollutants (*including, but not limited to trash, hydrocarbons, fertilizers, bacteria, etc.*), or groundwater pollutants would result from the project.

   The Owner shall provide an Operations and Maintenance Procedure Plan (describing replacement schedules for pollution absorbing pillows, etc.) for the operation and use of the storm drain surface pollutant interceptors. The Plan shall be reviewed and approved consistent with the Storm Water Management Plan BMP Guidance Manual.

5. **Granada Garage to State Street Paseo Public Improvements.** The Owner shall submit C-3 public improvement or Public Works plans for construction of improvements along the property fronting State Street and shown as Lot 3 on the Approved Tentative Subdivision Map. Plans shall be submitted separately from plans submitted for a Building Permit, and shall be prepared by a licensed civil engineer registered in the State of California. As determined by the Public Works Department, the improvements shall include new and/or remove and replace to City standards, the following: 225 linear feet of pedestrian corridor with a uniform surface, public drainage improvements consistent with City SWMP requirements with supporting drainage calculations and/or hydrology report for installation of drainage pipe, supply and install paseo lighting including one (1) pedestrian 14-foot tall City Standard Dome Style (or other) street light, preserve and/or reset survey
monuments, supply and install directional/regulatory traffic control signs per the CA MUTCD during construction, and provide adequate positive drainage from site. Any work in the public right-of-way requires a Public Works Permit.

6. **Agreement to Secure Public Improvements.** The Owner shall submit an executed *Agreement for Land Development Improvements*, prepared by the Engineering Division. Owner shall submit an Engineer’s Estimate, wet signed, and stamped by a civil engineer registered in the State of California, and shall submit securities for construction of improvements prior to execution of the Agreement.

D. **Community Development Submittal For Final Map Approval.** The Owner shall submit the following to the Community Development Department for review and approval prior to processing the approval of the Final Map:

1. **Minor and Small Addition Allocation.** A written instrument allocating all remaining Minor and Small Addition floor area, approved as to form by the Community Development Department and City Attorney, shall be submitted for recordation with the Final Map.

E. **Design Review.** The project, including public improvements, is subject to the review and approval of the Historic Landmarks Commission (HLC). The HLC shall not grant project design approval until the following Planning Commission land use conditions have been satisfied.

1. **Location of Dry Utilities.** Dry utilities (e.g. above-ground cabinets) shall be placed on private property unless deemed infeasible for engineering reasons. If dry utilities must be placed in the public right-of-way, they shall painted “Malaga Green,” and if feasible, they shall be screened as approved by HLC.

2. **Proposed Lot 3 Improvements.** All improvements proposed within the public paseo area (Lot 3) shall be approved in concept by the Public Works Department.

3. **Trash Enclosure Provision.** A trash enclosure with adequate area for refuse containers and recycling containers (at least 50 percent of the area) sufficient to serve the parcels and uses that are proposed to be served by the shared trash enclosure shall be provided on the Real Property and screened from view from surrounding properties and the street.

Dumpsters and containers with a capacity of 1.5 cubic yards or more shall not be placed within five (5) feet of combustible walls, openings, or roofs, unless protected with fire sprinklers.

4. **Reciprocal Easements.** Prior to scheduling the project for Final Approval, submit a draft, legally binding, reciprocal easement agreement, or equivalent, that addresses treatment of storm water from adjacent parcels. The draft agreement shall be submitted to the City for approval as to form by the City Attorney and as to content by the Community Development Department and Creeks Division.

F. **Requirements Prior to Permit Issuance.** The Owner shall submit the following, or evidence of completion of the following, for review and approval by the Department listed
below prior to the issuance of any permit for the project. Some of these conditions may be waived for demolition or rough grading permits, or for public improvement permits pulled prior to recordation of the Final Map. Please note that these conditions are in addition to the standard submittal requirements for each department.

1. **Public Works Department.**
   a. **Public Improvement Plans.** Public Improvement Plans as identified in condition C.5 “Granada Garage to State Street Paseo Public Improvements” shall be submitted to the Public Works Department for review and approval. Upon acceptance of the approved public improvement plans, submittal of securities and a Land Development Agreement, a Public Works Permit shall be issued.
   b. **Construction Management Plan.** Submit a Construction Management Plan for approval by the Public Works Department to address use of City property, pedestrian access, and timing of activities during construction.

2. **Community Development Department.**
   a. **Recordation of Final Map and Agreements.** After City Council approval, the Owner shall provide evidence of recordation of the map and all agreements to the Community Development Department prior to issuance of building permits for the proposed improvements.
   b. **Off-Site Trash Location Easement Agreement Recordation.** An Off Site Trash Location Easement Agreement, approved as to form by the City Attorney and Community Development Department, shall be signed and notarized by the Owner(s) and submitted to the City for recordation. The agreement shall include provisions addressing the responsibility of parties to maintain the refuse hauling path in a clean fashion (i.e., removing spilled refuse or cleaning up spilled liquid). A separate Agreement shall be required for each lot participating in the shared trash enclosure. Said Agreements shall be recorded by the City prior to issuance of the Building Permit for the shared trash enclosure.
   c. **Evidence of Reciprocal Easement Agreement Recordation.** Evidence shall be provided to the Community Development Director that the Reciprocal Easement Agreement, or equivalent, required in Section E.3 for compliance with the City’s Storm Water Management Program, has been recorded.
   d. **Design Review Requirements.** Plans shall show all design, landscape and tree protection elements, as approved by the appropriate design review board and as outlined in Section E “Design Review,” and all elements/specifications shall be implemented on-site.
   e. **Conditions on Plans/Signatures.** The final Resolution shall be provided on a full size drawing sheet as part of the drawing sets. Each condition shall
have a sheet and/or note reference to verify condition compliance. If the condition relates to a document submittal, indicate the status of the submittal (e.g., Final Map submitted to Public Works Department for review). A statement shall also be placed on the sheet as follows: The undersigned have read and understand the required conditions, and agree to abide by any and all conditions which are their usual and customary responsibility to perform, and which are within their authority to perform.

Signed:

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<thead>
<tr>
<th>Property Owner</th>
<th>Date</th>
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<table>
<thead>
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<th>Contractor</th>
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<table>
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<table>
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<tr>
<th>Engineer</th>
<th>Date</th>
<th>License No.</th>
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G. **Construction Implementation Requirements.** All of these construction requirements shall be carried out in the field by the Owner and/or Contractor for the duration of the project construction, including demolition and grading.

1. **Pre-Construction Conference.** Not less than 10 days or more than 20 days prior to commencement of construction, a conference to review site conditions, construction schedule, and construction conditions, shall be held by the General Contractor. The conference shall include representatives from the Public Works Department Engineering and Transportation Divisions, Community Development Department Building and Planning Divisions, the Property Owner (or representative), Contractor and each Subcontractor.

2. **Construction Contact Sign.** Immediately after Building permit issuance, signage shall be posted at the points of entry to the site that list the contractor(s) name, contractor(s) telephone number(s), construction work hours, site rules, and construction-related conditions, to assist Building Inspectors and Police Officers in the enforcement of the conditions of approval. The font size shall be a minimum of
0.5 inches in height. Said sign shall not exceed six feet in height from the ground if it is free-standing or placed on a fence. The sign shall not exceed 24 square feet.

3. **Construction Hours.** Construction (including preparation for construction work) shall only be permitted Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., excluding the following holidays:

<table>
<thead>
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<th>Holiday</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1st*</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th*</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Following Thanksgiving Day</td>
<td>Friday following Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th*</td>
</tr>
</tbody>
</table>

*When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be observed as a legal holiday.

When, based on required construction type or other appropriate reasons, it is necessary to do work outside the allowed construction hours, contractor shall contact the City to request a waiver from the above construction hours, using the procedure outlined in Santa Barbara Municipal Code §9.16.015 Construction Work at Night. Contractor shall notify all residents within 300 feet of the parcel of intent to carry out said construction a minimum of 48 hours prior to said construction. Said notification shall include what the work includes, the reason for the work, the duration of the proposed work and a contact number.

4. **Construction Storage/Staging.** Construction vehicle/ equipment/ materials storage and staging shall be done on-site. No parking or storage shall be permitted in the Granada Garage, or within the public right-of-way, unless specifically permitted by the Public Works Director with a Public Works permit. Construction storage and staging will not be allowed on State Street, Anapamu Street or Victoria Street.

5. **Construction Notifications.** Not less than 10 days prior to commencement of construction, Contractor shall notify all of the businesses on the block of the
construction and anticipated scheduling/phasing, describe the activities, and impacts to deliveries, parking, and trash service.

6. **Construction Parking.** During construction, free parking spaces for construction workers shall be provided on-site or off-site in a location subject to the approval of the Public Works Director.

7. **Air Quality and Dust Control.** The following measures shall be shown on grading and building plans and shall be adhered to throughout grading, hauling, and construction activities:

   a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.

   b. Minimize amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less.

   c. If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.

   d. Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.

   e. After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.

   f. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to land use clearance for map recordation and land use clearance for finish grading of the structure.

   g. All portable diesel-powered construction equipment shall be registered with the state’s portable equipment registration program OR shall obtain an APCD permit.

   h. Fleet owners of mobile construction equipment are subject to the California Air Resource Board (CARB) Regulation for In-use Off-road Diesel Vehicles (Title 13 California Code of Regulations, Chapter 9, § 2449),
the purpose of which is to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles. For more information, please refer to the CARB website at www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

i. All commercial diesel vehicles are subject to Title 13, § 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used whenever possible.

8. **Unanticipated Archaeological Resources Contractor Notification.** Standard discovery measures shall be implemented per the City master Environmental Assessment throughout grading and construction: Prior to the start of any vegetation or paving removal, demolition, trenching or grading, contractors and construction personnel shall be alerted to the possibility of uncovering unanticipated subsurface archaeological features or artifacts. If such archaeological resources are encountered or suspected, work shall be halted immediately, the City Environmental Analyst shall be notified and the Owner shall retain an archaeologist from the most current City Qualified Archaeologists List. The latter shall be employed to assess the nature, extent and significance of any discoveries and to develop appropriate management recommendations for archaeological resource treatment, which may include, but are not limited to, redirection of grading and/or excavation activities, consultation and/or monitoring with a Barbareño Chumash representative from the most current City qualified Barbareño Chumash Site Monitors List, etc.

If the discovery consists of possible human remains, the Santa Barbara County Coroner shall be contacted immediately. If the Coroner determines that the remains are Native American, the Coroner shall contact the California Native American Heritage Commission. A Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

If the discovery consists of possible prehistoric or Native American artifacts or materials, a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

A final report on the results of the archaeological monitoring shall be submitted by the City-approved archaeologist to the Environmental Analyst within 180 days of completion of the monitoring and prior to any certificate of occupancy for the project.
H. **Prior to Certificate of Occupancy.** Prior to issuance of a Certificate of Occupancy for either of the proposed private garages or the shared trash enclosure, the Owner of the Real Property shall complete the following:

1. **Repair Damaged Public Improvements.** Repair any public improvements (curbs, gutters, sidewalks, roadways, etc.) or property damaged by construction subject to the review and approval of the Public Works Department per SBMC §22.60.090. Where tree roots are the cause of the damage, the roots shall be pruned under the direction of a qualified arborist.

2. **Complete Public Improvements.** Public improvements, as shown in the public improvement plans or building plans, shall be completed.

I. **Prior to City Acceptance of Paseo.** Prior to the City’s acceptance of the paseo property (identified as Lot 3 on the approved Tentative Map) via a certificate of dedication/resolution of acceptance pursuant to Subdivision Map Act Section 66477.5, the Owner of the Real Property shall complete the following:

1. Complete shared trash enclosure.

2. Complete all Storm Water Management Plan requirements in Plaza Granada.

3. Install all public improvements, including lighting, landscaping and paving, to City standards, within paseo area.

J. **General Conditions.**

1. **Compliance with Requirements.** All requirements of the city of Santa Barbara and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met. This includes, but is not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.), the 1979 Air Quality Attainment Plan, and the California Code of Regulations.

2. **Approval Limitations.**

   a. The conditions of this approval supersede all conflicting notations, specifications, dimensions, and the like which may be shown on submitted plans.

   b. All buildings, roadways, parking areas and other features shall be located substantially as shown on the plans approved by the Planning Commission.

   c. Any deviations from the project description, approved plans or conditions must be reviewed and approved by the City, in accordance with the Planning Commission Guidelines. Deviations may require changes to the permit and/or further environmental review. Deviations without the above-described approval will constitute a violation of permit approval.

3. **Litigation Indemnification Agreement.** In the event the Planning Commission approval of the Project is appealed to the City Council,
Draft Planning Commission Conditions of Approval
1220-1222 State St. & 20 E. Victoria St.
September 6, 2018
Page 11 of 11

Applicant/Owner hereby agrees to defend the City, its officers, employees, agents, consultants and independent contractors ("City’s Agents") from any third party legal challenge to the City Council’s denial of the appeal and approval of the Project, including, but not limited to, challenges filed pursuant to the California Environmental Quality Act (collectively “Claims”). Applicant/Owner further agrees to indemnify and hold harmless the City and the City’s Agents from any award of attorney fees or court costs made in connection with any Claim.

Applicant/Owner shall execute a written agreement, in a form approved by the City Attorney, evidencing the foregoing commitments of defense and indemnification within thirty (30) days of being notified of a lawsuit regarding the Project. These commitments of defense and indemnification are material conditions of the approval of the Project. If Applicant/Owner fails to execute the required defense and indemnification agreement within the time allotted, the Project approval shall become null and void absent subsequent acceptance of the agreement by the City, which acceptance shall be within the City’s sole and absolute discretion. Nothing contained in this condition shall prevent the City or the City’s Agents from independently defending any Claim. If the City or the City’s Agents decide to independently defend a Claim, the City and the City’s Agents shall bear their own attorney fees, expenses, and costs of that independent defense.

II.

1. NOTICE OF TENTATIVE SUBDIVISION MAP TIME LIMITS:
The Planning Commission action approving the Tentative Map shall expire three (3) years from the date of approval. The subdivider may request an extension of this time period in accordance with Santa Barbara Municipal Code §30.205.120.
(RENDERED IMAGE ABOVE IS A SCHEMATIC REPRESENTATION OF THE PROJECT. SEE ARCHITECTURAL AND CIVIL PLANS FOR ACCURATE DETAILS.)

EXHIBIT B
### Electrical Specification Notes

Panel "G1"

**Location:**

- **Type:** Surface
- **Description:**
- **Rating:** 100 Amps
- **Rating:** 250 Volt

**Conduits:***

- **Size:** Schedule 40 x 3/4" conduit
- **Size:** Type THW 1/2" conduit

**Circuit Breaker:**

- **Type:** Type C 40 Amp
- **Type:** Type C 20 Amp

**Wiring:***

- **Wiring:** 12/3 NM-B wire

**Lighting:**

- **Type:** E26 E27
- **Type:** E12 E14

**Switches & Controls:**

- **Type:** E26 E27
- **Type:** E12 E14

**Miscellaneous:**

- **Type:** E26 E27
- **Type:** E12 E14

Panel "G2"

**Location:**

- **Type:** Surface
- **Description:**
- **Rating:** 100 Amps
- **Rating:** 250 Volt

**Conduits:***

- **Size:** Schedule 40 x 3/4" conduit
- **Size:** Type THW 1/2" conduit

**Circuit Breaker:**

- **Type:** Type C 40 Amp
- **Type:** Type C 20 Amp

**Wiring:***

- **Wiring:** 12/3 NM-B wire

**Lighting:**

- **Type:** E26 E27
- **Type:** E12 E14

**Switches & Controls:**

- **Type:** E26 E27
- **Type:** E12 E14

**Miscellaneous:**

- **Type:** E26 E27
- **Type:** E12 E14

Panel "G3"

**Location:**

- **Type:** Surface
- **Description:**
- **Rating:** 100 Amps
- **Rating:** 250 Volt

**Conduits:***

- **Size:** Schedule 40 x 3/4" conduit
- **Size:** Type THW 1/2" conduit

**Circuit Breaker:**

- **Type:** Type C 40 Amp
- **Type:** Type C 20 Amp

**Wiring:***

- **Wiring:** 12/3 NM-B wire

**Lighting:**

- **Type:** E26 E27
- **Type:** E12 E14

**Switches & Controls:**

- **Type:** E26 E27
- **Type:** E12 E14

**Miscellaneous:**

- **Type:** E26 E27
- **Type:** E12 E14

---

### Light Fixture Schedule

<table>
<thead>
<tr>
<th>Unit</th>
<th>Description</th>
<th>Voltage</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>120V</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>277V</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>120V</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**General Notes:**

- All fixtures shall be compatible with general area requirements. All installing crews must be in good standing. All electrical work shall be in accordance with local codes and regulations.

**Wiring:**

- All circuits shall be run in proper conduits and shall be in accordance with local codes and regulations.

**Lighting:**

- All fixtures shall be compatible with general area requirements. All installing crews must be in good standing. All electrical work shall be in accordance with local codes and regulations.

---

### One Line Diagrams

[Diagram of layout and connections]
DART Submittal Application
Letter from Applicant: Planning Commission

August 27, 2017

City of Santa Barbara
Planning Division
630 Garden Street
P.O. Box 1990
Santa Barbara, CA 93102

Dear City Staff and relevant City authorities,

The following letter is in response to Master Application MST#: 2016-00555 regarding the Granada Plaza pedestrian and parking improvements. The following is taken from the Master Application project description:

The proposed project consists of a Tentative Tract Map/ Lot Line Adjustment and corresponding site improvements. The TTM/LLA affects 32,312 sq. ft. and the proposal for site improvements is located on a 5,835 sq. ft. (0.13 acres) site at 1214 State Street, at the existing parking lot north of the Granada Theatre. The surrounding land uses are all zoned C-2 (general commercial).

The proposed project involves the demolition of the existing pedestrian ramp, repaving/regrading of the existing parking lot, construction of two new residential garages of 546 & 653 net sq. ft., new trash and recycling enclosures, and the enhancement of the public paseo along the north side of Granada Theatre including a new stair/ramp & lighting. Access to the parking garages, bus/truck parking and trash/recycling enclosures is off Paseo De Las Granadas. The paseo connecting State Street to Paseo De Las Granadas will be enhanced with connected bollards and a portion of a new site wall, lighting, and a planter. Lot line adjustments are required to the existing parcels in order to accommodate the proposed configuration.

The applicant has diligently collaborated with all six landowners directly impacted by the project since August 2011 (seven years and counting this month). This project has required considerable time, finances and teamwork from all parties involved, including the City’s planning staff whom now supports and recommends approval of the project. The landowners, SBCPA staff and The Towbes Group are committed to improving the safety and aesthetics of Granada Plaza for the benefit of the City, community and 100,000+ theatre guests each year. We are confident the currently proposed project addresses both
private and public concerns, and significantly improves the area for the benefit of the community and guests visiting State Street, the Granada Theatre and Granada Garage.

Once approved and completed, the Granada Theatre will continue to provide significant financial investment to Granada Plaza. The momentum to complete this project has strictly been out of a genuine desire to improve the safety and aesthetics of Granada Plaza. We look forward to the City and community’s continued support in bringing this project to reality.

The below timeline outlines the acquisition and lease agreement timeline between the affected landowners.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 2011</td>
<td>99 Year Lease between Lewis and Billich (Lessor) and 1216 State Street, LLC (Lessee) with an Option to Purchase upon recordation of a Parcel Map. APN: 039-183-055. This Lease and Option to Purchase was assigned by Lessee and assumed by Santa Barbara Center for the Performing Arts on February 14, 2017.</td>
</tr>
<tr>
<td>December 16, 2013</td>
<td>Quitclaim Deed from Alexander to Nassau Land Company whereby Nassau acquired Alexander’s 16 - 2/3% undivided interest in APN: 039-183-025</td>
</tr>
<tr>
<td>December 16, 2013</td>
<td>Quitclaim Deed from Alexander to Nassau Land Company whereby Nassau acquired Alexander’s 16 - 2/3% undivided interest in APN: 039-183-020</td>
</tr>
<tr>
<td>December 31, 2012</td>
<td>99 Year Lease between Barnes and Parke (Lessor) and Nassau Land Company (Lessee) with an Option to Purchase upon recordation of a Parcel Map. APN: 039-183-060</td>
</tr>
<tr>
<td>December 31, 2012</td>
<td>99 Year Lease between Myer (Lessor) and Nassau Land Company (Lessee) with an Option to Purchase upon recordation of Parcel Map. APN: 039-183-058</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>Grant Deed from Meyer to Nassau Land Company whereby Nassau acquired Meyer’s 48% undivided interest in APN: 039-183-020.</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>Grant Deed from Barnes and Parke to Nassau Land Company whereby Nassau acquired Barnes and Parke’s 30% undivided interest in APN: 039-183-025.</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>Grant Deed from Barnes and Parke to Nassau Land Company whereby Nassau acquired Barnes and Parke’s 30% undivided interest in APN: 039-183-020.</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>Grant Deed from Barnes and Parke to Nassau Land Company whereby Nassau acquired Barnes and Parke’s 94 - 2/3% undivided interest in APN: 039-183-003.</td>
</tr>
<tr>
<td>October 22, 2014</td>
<td>Grant Deed from Aryana 1230 LLC to Nassau Land Company</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>October 22, 2014</td>
<td>Grant Deed from Aryana 1230 LLC to Nassau Land Company whereby Nassau acquires Aryana’s 5 - 1/3% undivided interest in APN: 039-183-025. Upon recodaration of this Grant Deed, Nassau owned 100% of APN: 039-183-025.</td>
</tr>
<tr>
<td>June 24, 2015</td>
<td>Grant Deed from Kerry to Nassau Land Company whereby Nassau acquires Kerry’s 5 - 1/3% undivided interest in APN: 039-183-003. Upon recodaration of this Grant Deed, Nassau owned 100% of APN: 039-183-003.</td>
</tr>
</tbody>
</table>

**LETTER FROM APPLICANT:** Technical statistics based on DART City Letter response dated October 10, 2017.

a. Seeking DART approval
b. Include a detailed description of the proposed project:
   1) See project description.
   2) See project description.
   3) Two residential garages.
   4) N/A
   5) N/A
   6) N/A.
   7) Site square footage and acreage: 32,310 SF (.74 ac)
   8) Removal of any existing trees or significant vegetation: None
   9) Relevant drainage information:

The following summarizes how the overall concept of the site drainage and the implementation of the proposed bioretention filter address the local and regional requirements stated in the beginning of this report:

i. By directing flows to the bioretention filter, the peak runoff discharge rate requirement has been addressed.

ii. Where drainage cannot be conveyed to the bioretention filter, pervious paving surfaces have been identified.

iii. To satisfy the volume reduction requirement, volume differences between the pre- and post-conditions for the 25-year and one-inch, 24-hour storm events were analyzed to determine the larger of the two volumes. Calculations show that the 25-year storm event generates an increased volume of 174 cubic feet, while the one-inch storm produces an additional 86 cubic feet.
iv. The Water Quality Treatment Requirement was established by calculating the total post-condition volume generated from the entire project site for the one-inch, 24-hour storm event, which is 697 cubic feet.

v. The bioretention filter was sized using a design volume, Vdesign of 697 cubic feet, which is the larger of the volume reduction and water quality treatment requirements, therefore addressing the storm water runoff requirements simultaneously (Refer to BMP Manual Section 6.2.4 - Meeting Storm Water Runoff Requirements Simultaneously).

vi. This drainage analysis demonstrates that all requirements for the Peak Runoff Discharge Rate, Volume Reduction, and Water Quality Treatment specified in the City of Santa Barbara Storm Water BMP Guidance Manual have been satisfied through the implementation of the proposed bioretention filter.

10) Proposed Parking and landscaping statistics.
   i. 190 SF of new landscaping
   ii. Parking: Defined parking areas will be created for the Granada Theatre, residents above Granada Theater, and landowners of parcels 039-183-058 &-060.
      a. Chain linked bollards will create a designated parking area for up to two (2) buses/rigs the Granada Theatre. Two (2) enclosed garages with mechanical lifts will provide four (4) parking places per garage unit and a total of eight (8) garage parking spaces. A new enclosed informal parking area will be provided for landowners at APNs 039-183-058 &-060.
   11) Grading consists of approximately 58 cubic yards of cut and 100 cubic yards of fill which will require 42 cubic yards of import. The source of the import has not been determined yet.
   12) All the involved lots are zoned C-2 with General Plan Designation of Commercial.

13) Provide answers to the following questions:
   i. Does the proposed project include added exterior lighting? If yes, please describe locations, type, height, etc. ANE – Please provide summary of lighting location, type, height, etc.
   ii. N/A
   iii. N/A
   iv. Have geotechnical studies (e.g., soils reports, earthquake fault location studies, geology reports, etc.) been prepared for the project site? If yes, please explain how the recommendations have been addressed by the project. Stantec
   v. A geotechnical report was prepared by Earth Systems Pacific and can be found as an appendix to the drainage report. All recommendations have been incorporated within our design.
   vi. See the easement exhibit included.
   vii. N/A
   viii. N/A
   ix. N/A

14) Describe demolition and construction activity in detail, including the following:
   i. Identify the estimated duration of demolition: 10 working days
   ii. Identify the estimated duration of grading: 10 working days
   iii. Identify the estimated duration of construction activity: 6-9 Months
   iv. Identify the number of workers and number and type of equipment necessary for each phase of demolition, grading, and construction:
• Demolition: Tractor-mounted jackhammers, loader/backhoe tractor combo, three (3) twenty (20) yard roll-off trash bins, one (1) truck. Six (6) man crew.

• Grading: Bobcat tractor, loader tractor 4 in 1 bucket, Sheep's foot compactor, small excavator, water truck (dust control). Six (6) man crew.

• Construction: Cement truck, backhoe, front loader tractor, two (2) facilities trucks. Twenty-six (26) man crew.

v. Identify staging area(s) for equipment and construction materials: TBD

15) N/A

16) N/A

17) Storm Water Management:

There are approximately 0.13 acres of impervious area being replaced and approximately 0.05 acres of new impervious area being added. There is currently no delineated drainage course as all runoff sheet flows across the site to the paseo, and out to State Street. We are proposing sheet flowing water to our bioretention planter, which is also being used as a detention facility, prior to outletting to the paseo and then to State Street. This project is considered a Tier 3 project based on the City's Storm Water BMP Guidance Manual.

18) N/A

c. Provide the following dates for the pre-application reviews which have taken place within a maximum of six (6) months prior to the date of application:

Design Review (HLC) Meeting Date: April 2017
d. See included materials.

c. Include a discussion justifying the project, including background and reasons. Reference required findings that the decision-maker must make in order to approve the project. This is your opportunity to explain your proposed project goals and why you are seeking approval: The goal of the Granada Plaza project is to beautify and enhance an area largely un-maintained and unwelcoming to pedestrians. In order to increase safety for pedestrians, the project aims to improve the pedestrian connection between the existing Granada Garage and State street by establishing defined automobile circulation patterns/parking, increasing lighting along a newly enhance paseo and offer a public art opportunity.

f. Given the five (5) plus landowners and interested parties involved with the design of the project, it has been significantly challenging to accomplish any mutually agreeable plans. There are multiple logistical, financial and legal hurdles that have presented themselves in processing this project. The City's understanding would be greatly appreciated in approving the project.
AGENDA DATE: April 8, 2014

TO: Mayor and Councilmembers

FROM: Transportation Division, Public Works Department

SUBJECT: Execution Of A License Agreement For Parking Purposes At The Granada Garage

RECOMMENDATION:

That Council authorize the Public Works Director to execute a License Agreement with the Trustees of the Lesley J. Alexander Trust for use of three parking spaces within the Granada Garage for five years.

DISCUSSION:

The Granada Theater (Theater) is in the process of acquiring the neighboring properties necessary to construct the Paseo De Las Granadas Theater Project (Project) in the open parking area behind the Granada Garage and the Granada Theater. The Project will include two two-car garages for the residential units on the upper floors of the theater, trash facilities, and a parking area for the buses and/or trucks associated with theater shows. When the Project is completed, the Theater proposes to transfer and dedicate to the City the parcel of real property where the Paseo De Las Granadas (Paseo) is located. (See area highlighted in red on the attached Vicinity Map.) Prior to the dedication the Theater will install the necessary improvements to create safe pedestrian access from the Paseo at State Street to the Granada Garage.

The Theater has asked the City to assist with a short term parking solution to facilitate acquisition of the neighboring private parking lot. The parking lot is owned in part by the Trustees of the Alexander Trust (Alexander Trust). The Theater needs to acquire the Alexander Trust's interest in the parking lot in order to complete the Project. The acquisition of this property interest and the subsequent dedication of the Paseo will ultimately result in the loss of three legal non-conforming parking spaces used by the Alexander Trust. To this end, the Alexander Trust has requested that the City enter into a Parking License Agreement (Agreement) whereby the City would issue the Alexander Trust three monthly parking permits in the Granada Garage (Garage) for a term of five years. The license agreement will not become effective, and the permits will not be issued, until recordation of the final subdivision map for the Paseo De Las Granadas Project. Once the permits are issued, the permit holders will be allowed to park in

EXHIBIT D
unassigned spaces in the basement or upper levels of the Garage on a first come, first served basis with the general public.

**BUDGET/FINANCIAL INFORMATION:**

The value of three monthly parking permits in the Garage over a five year term is $27,900. Since the Garage has the capacity to handle issuance of these three additional permits, the Downtown Parking Program will not realize an actual loss in revenue as a result of granting these permits.

**ATTACHMENT(S):** Vicinity Map

**PREPARED BY:** Browning Allen, Transportation Manager/kts

**SUBMITTED BY:** Rebecca J. Bjork, Public Works Director

**APPROVED BY:** City Administrator's Office
LICENSE AGREEMENT

This LICENSE AGREEMENT is made and entered into this 8th day of April, 2014,

by and between CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "City";

and LESLEY J. ALEXANDER, as Trustee of the Lesley J. Alexander Trust u/d/t dated July 20, 1988, JANE L. ALEXANDER individually and as Trustee of the Jane L. Alexander Trust dated 12/1/1998, and PETER ALEXANDER, as Trustee of the Peter Alexander Separate Property Trust u/d/t dated August 19, 2010, hereinafter referred to collectively as "Alexander."

RECITALS

A. Alexander owns that certain real property in the City of Santa Barbara designated as APN 039-183-026 ("Alexander Property").

B. Alexander previously owned a 16 2/3% undivided interest in that certain real property in the City of Santa Barbara designated as APN 039-183-025 ("Paseo Parcel"), which Alexander transferred to Nassau Land Company, L.P. to assist in the completion of a project for the benefit of the Granada Theatre ("Project").

C. As a result of Alexander’s transfer of Alexander’s undivided interest in the Paseo Parcel and the completion of the Project, three parking spaces benefitting the Alexander Property will be eliminated.

D. In an effort to facilitate the completion of the Project and in consideration of the public benefits conferred by the Project and the future transfer and dedication of the Paseo Parcel to the City, the City is willing to provide three unassigned parking spaces for the benefit of the Alexander Property in the Granada Garage parking structure for a term of five years.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

Page 1 of 5

EXHIBIT E
1. PERMITTED ACCESS FOR VEHICLE PARKING; TERM

A. Permits for Unassigned Parking Spaces. Alexander or Alexander’s designated tenants (“Alexander”), shall have the right to possess and display permits issued by the City, the form and content of which may be revised by City at any time, and from time to time, at the discretion of the Downtown Parking program of the City, to allow vehicle access and the non-exclusive use by Alexander of three unassigned vehicle parking spaces located within the Granada Garage, subject to the availability of such parking spaces and to the conditions contained herein. Alexander shall share the same access to the Granada Garage as the general public. Such use shall be for parking of vehicles, and for no other purposes. The parking permits shall be assigned to specific staff or tenants and may only be reassigned with the approval of the Downtown Parking program staff, which approval shall not be unreasonably withheld or delayed. Alexander shall not use the permits for the purpose of vehicle storage or switching vehicles or avoiding payment of regular or other applicable parking fees.

B. Term. This Agreement shall be effective upon the written request of Alexander after recordation of the Final Subdivision Map for the anticipated adjustment of Assessor’s Parcel Numbers 039-183-026, 055, 058, 059 and 003, and shall continue for a term of five years thereafter unless otherwise terminated pursuant to the terms and conditions set forth herein.

2. PARKING FEES. During the five year term, all monthly fees for vehicle access for the three parking permits within the Granada Garage shall be waived by the City in consideration for the benefits derived by the City and the general public related to and the subsequent transfer and dedication of the Paseo Parcel to the City. Vehicles found to be stored or used in any way to avoid applicable fees shall be charged those applicable fees and penalties.

3. VEHICLE ACCESS. Alexander shall have free vehicle access to and from the Granada Garage for parking three vehicles that are to be identified pursuant to a standard City of Santa Barbara application and agreement for monthly permit parking as used for City downtown parking areas. Alexander shall comply with the rules for such permits, and shall pay for incidental administrative charges, including, without limitation, charges normally imposed for replacement of lost or stolen permit materials. Alexander shall have no obligation to pay rental, fees or charges for such vehicle access to the Granada Garage, other than as provided for in this Agreement, and Alexander shall have no obligation to pay the usual monthly fees for the three City parking permits. Additional vehicles operated by visitors to the Alexander Property, and vehicles that enter by mistake but do not leave before parking charges become applicable, shall be subject to and shall pay parking charges for use of the Granada Garage, according to the City fee resolution or standard then in effect. Any and all vehicles that are parked in the Granada Garage pursuant to this Agreement shall be subject to notice and towing by the City at the expense of the vehicle owner in the event that such vehicles are improperly parked, in violation of City regulations, and where no special notice or arrangement has been provided for such vehicle parking with the City.

4. OTHER CONDITIONS. Storage of vehicles belonging to the three permit holders, or other residents, guests or tenants, in the Granada Garage will not be allowed. Any
vehicles stored overnight, beyond the hours that fees are accrued, or more may be subject to maximum parking fees, penalties and towing. The three monthly parking permits identified by the agreement are only valid when parking in the Granada Garage.

5. INDEMNITY AND HOLD HARMLESS. Alexander shall investigate, defend, indemnify and hold harmless City and its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including, but not limited to, property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this Agreement or the rights of vehicle access and parking permitted hereunder.

8. NOTICES. Notice to Alexander and the City hereunder shall be deemed given three business days after the notice is enclosed in an envelope, deposited in the United States mail with postage fully prepaid and addressed to Alexander at Bartlein & Company, Inc., 3944 State Street, Suite 200, Santa Barbara, CA 93105, or to City, in care of the Public Works Director of the Public Works Department at P.O. Box 1990, Santa Barbara, CA 93102.

9. WAIVER OF BREACH. Either party's failure to exercise its rights under this Agreement in the event of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof; nor shall any custom or practice, which may develop between the parties in the course of administering this Agreement, be construed so as to waive or to lessen the right of either party to insist upon the performance by the other party of any term, covenant or condition hereof, or to exercise any rights provided herein on account of any such default or breach. A waiver of any particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

10. TERMINATION OF PERMITS. All rights, duties, and obligations, except for those obligations set forth in paragraph 5 above, of the parties shall automatically terminate five years from the effective date of this Agreement, or upon the sale of the Alexander Property by Alexander, whichever occurs first. Within five days of termination of this Agreement, Alexander shall return to the City any physical permits or access cards issued in conformance with the terms of this Agreement.

11. GENERAL PROVISIONS

A. Non-assignable. This Agreement is not assignable. Should Alexander assign or otherwise transfer their rights in the Agreement to another, this Agreement shall be null and void.

B. Paragraph Heading. The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

C. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,
such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

D. **Interpretation.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party.

E. **Singular and Plural.** As used herein, the singular of any word includes the plural.

F. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties and their successors. No other person shall have any right of action based upon any provision of this Agreement.

G. **Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

H. **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that: (i) such party, if not an individual, is duly organized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provisions of any other agreement to which such party is bound.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing approved by all parties.

*(signatures appear on next page)*
IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

By __________________________
Public Works Director

ALEXANDER

By __________________________
Lesley J. Alexander, Trustee of the Lesley J. Alexander Trust u/d/t dated July 20, 1988

By __________________________
Peter Alexander, Trustee of the Peter Alexander Separate Property Trust u/d/t dated August 19, 2010

ATTEST:

By __________________________
City Clerk

APPROVED AS TO CONTENT:

By __________________________
Transportation & Parking Manager

APPROVED AS TO FORM:

By __________________________
Stephen P. Wiley
City Attorney

By __________________________
Jane Lesley Alexander, an Individual and as Trustee of the Jane L. Alexander Trust dated 12/1/1998

Page 1 of 1
IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

By____________________
Public Works Director

ALEXANDER

By____________________
Lesley J. Alexander, Trustee of the Lesley J. Alexander Trust u/d/t dated July 20, 1988

ATTEST:
____________________
City Clerk

Peter Alexander, Trustee of the Peter Alexander Separate Property Trust u/d/t dated August 19, 2010

By____________________

APPROVED AS TO CONTENT:
____________________
Transportation & Parking Manager

Jane Lesley Alexander, an Individual and as Trustee of the Jane L. Alexander Trust dated 12/1/1998

APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney
# Granada Plaza Non-Residential Growth Allocation
## The Towbes Group

### EXISTING

<table>
<thead>
<tr>
<th>APN</th>
<th>Existing Lot Area (approximate)</th>
<th>Minor Addition Floor Area Available (sf)</th>
<th>Small Addition Floor Area Available (sf)</th>
<th>Notes</th>
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<tr>
<td>039-183-003 (Parcel Seven)</td>
<td>159.5</td>
<td>1,000</td>
<td>200</td>
<td>1,200 sf available based on: 300 sf x 4 stories (no setback or parking reqts)</td>
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<td>039-183-020 (Parcel Thirteen)</td>
<td>280</td>
<td>1,000</td>
<td>100</td>
<td>1,100 sf available based on: 275 sf x 4 stories (no setback or parking reqts)</td>
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<td>(Parcel Two)</td>
<td>328</td>
<td>N/A</td>
<td>N/A</td>
<td>Parcel is too narrow (1.64') to be developed</td>
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<tr>
<td></td>
<td>767.5</td>
<td>2000</td>
<td>300</td>
<td></td>
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<td><strong>SUBTOTAL</strong></td>
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<td></td>
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<td></td>
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<tr>
<td>039-183-055 (Parcel Eleven)</td>
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<td>2,000</td>
<td>To be assigned to Nassau</td>
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<tr>
<td></td>
<td>14,967</td>
<td>2,000</td>
<td>4,000</td>
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<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>039-183-058 (Parcel Ten (Leasehold))</td>
<td>2,270.63</td>
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<td>6,379.38</td>
<td>914</td>
<td>2,000</td>
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<tr>
<td></td>
<td>8,650.00</td>
<td>1,914.00</td>
<td>4,000.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>039-183-060 (Parcel Nine (Leasehold))</td>
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<td>039-183-061 (Parcel One)</td>
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<td>5,568.25</td>
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<td>4,000.00</td>
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<tr>
<td>039-183-025 (Parcel Eight)</td>
<td>2,422</td>
<td>1,000</td>
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<td></td>
<td>2,422</td>
<td>1,000</td>
<td>2,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>32,374.50</td>
<td>8,914 sf</td>
<td>14,300 sf</td>
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</table>

Exhibit F
## Granada Plaza Non-Residential Growth Allocation

The Towbes Group

<table>
<thead>
<tr>
<th>APN</th>
<th>Proposed Lot Area (Approximate)</th>
<th>Assignment of Minor Addition Floor Area</th>
<th>Assignment of Small Addition Floor Area</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Lot 1</td>
<td>4313</td>
<td>2000</td>
<td>4000</td>
<td>Proposed to be dedicated to City of Santa Barbara Square footage assignment to Lot 5</td>
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<td>Adjusted Lot 2</td>
<td>6380</td>
<td>1914</td>
<td>4000</td>
<td>Square footage assignment allocated to Lot 5</td>
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<td>Adjusted Lot 3</td>
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<td>0</td>
<td>0</td>
<td></td>
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<td>Adjusted Lot 4</td>
<td>13022</td>
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<td>0</td>
<td></td>
</tr>
<tr>
<td>Adjusted Lot 5</td>
<td>4603</td>
<td>5000</td>
<td>6300</td>
<td>Adjusted lots 3 &amp; 4 square footage assignment allocated to Lot 5</td>
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<td>Adjusted Lot 6</td>
<td>699</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>Adjusted Lot 7</td>
<td>596</td>
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<td></td>
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<tr>
<td>Adjusted Portion Lot 3</td>
<td>300</td>
<td>0</td>
<td>0</td>
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<tr>
<td>TOTAL</td>
<td>32613</td>
<td>8914</td>
<td>14300</td>
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CONCEPT REVIEW - NEW ITEM: PUBLIC HEARING

4. 1216 STATE ST
   (3:09) Assessor’s Parcel Number: 039-183-019
   Application Number: MST2011-00435
   Owner: Santa Barbara Center of Performing Arts
   Architect: Cearnal Andrulaitis
   (Proposal to regrade and repave an existing parking lot north of the Granada theatre and construct two residential garages of 485 square feet and 595 square feet, a new trash enclosure, and 15 foot tall walls to enclose bus/truck parking serving the theatre. The new garages will serve the residential units located in the Granada Tower. Planning Commission review is requested.)

(Comments only; one time only review of the project concept.)

Present: Brian Cearnal, Architect

Public comment opened at 3:15 p.m. and, as no one wished to speak, it was closed.

The Commission made the following comments:

1. The tight geometry of the site is of concern.
2. Continue processing this project through departmental review, specially the Fire Department.
3. Provide landscaping at the north-south paseo as it runs from the existing alley out to State Street.
4. Study a different architectural solution with respect to the garages. Although the proposed design is in conformity with El Pueblo Viejo Guidelines, it is not within the context.
5. Consider opportunities for the elimination of potential graffiti on walls.
6. Study an integration between the two paving materials at the existing concrete alley and the proposed asphalt bus parking/garage area.

Commissioners Shallanberger and Sharpe absent.

CONCEPT REVIEW - CONTINUED

5. 101 STATE ST
   (3:28) Assessor’s Parcel Number: 033-075-006
   Application Number: MST2011-00171
   Owner: Romasanta Family Living Trust
   Architect: Cearnal Andrulaitis
   (Proposal to demolish an existing 714 square foot laundry building and 40 space parking lot and construct a new 27,011 square foot, three-story hotel with 34 guest rooms and a 34 space, at-grade parking garage. Planning Commission review is requested for Zoning Modifications, development plan approval, and a Coastal Development Permit.)

(Comments only; no action. Project was last reviewed on August 3, 2011.)

Present: Brian Cearnal, Architect
         Mark Romasanta, Owner

EXHIBIT G
HLC-PRE-APPLICATION REVIEW

10. 1220 STATE ST    C-2 Zone
(3:50) Assessor’s Parcel Number: 039-183-059
Application Number: MST2016-00555
Owner: Nassau Land Company, LP
Applicant: The Towbes Group, Inc.
Architect: The Cearnal Collective, LLP
Engineer: Stantec Engineers

(Pre-Application Consultation proposal for exterior improvements to the existing public paseo north of the Granada Theatre. The project includes the demolition of an existing pedestrian ramp and repaving of an existing parking lot. Construction of two new residential garages of 476 and 535 square feet are proposed, as well as a new trash and recycling enclosure. Improvements to the public paseo will include a new stair, ramp, and lighting, and new 8’-6’ foot high walls to enclose bus/truck parking service to the Granada Theatre. Access to the parking garages, bus/truck parking and trash/recycling enclosure will be off Paseo De Las Granadas with no changes to occur to Paseo De Las Granadas. The paseo connecting State Street to Paseo De Las Granadas will be enhanced with a new site wall, landscaping, lighting, and paving to match Paseo De Las Granadas.)

(Pre-Application Consultation Review. Comments Only.)

Actual time: 4:50 p.m.

Present: Brian Cearnal, Architect, The Cearnal Collective, LLP; and Craig Minus, Applicant, Towbes Group

Staff comments: Ms. Plummer read staff comments from Allison De Busk, Project Planner, regarding concerns about the proposed wall.

Public comment opened at 4:58 p.m.

Kellam de Forest inquired about ingress and egress at the garage structure for trucks and buses.

Public comment closed at 4:59 p.m.

Commission comments:
1. The Commission supported the garages and their location and the consolidation of the trash enclosure.
2. Study the aesthetics of the emergency exit at the Granada and Tupelo.
3. Consider this as part of the parking structure plaza, and provide an enhanced paving experience and more landscaping.
4. The Commission expressed concern about the balkanization and internal divisions caused by the wall.
2. The Commission thanks the applicant for a great project and for saving this Craftsman house.
3. Study the lower termination of the shingles and the head height of the windows for the lower level, including the detail of the belly band.
4. Study the head height of the two external doors on the lower level as well as the garage door.
5. Study a visual support for the pop-out and it not extending to the end of the eave.
6. Study restoring the front elevation to the original.
7. Provide the detailing of the brick veneer, weep screed with plaster to grade, and stucco texture.

Action: Mahan/Druzy, 7/0/0. (La Voie absent.) Motion carried.

* THE COMMISSION RECESSED FROM 3:42 TO 3:50 P.M. *

CONCEPT REVIEW - NEW

4. 1220 STATE ST  C-G Zone

(3:15)  
Assessor's Parcel Number: 039-183-059
Application Number: MST2016-00555
Owner: Nassau Land Company, LP
Applicant: The Towbes Group, Inc.
Architect: The Cearnal Collective, LLP
Engineer: Stantec Engineers

(Proposal for exterior improvements to the existing public paseo north of the Granada Theatre. The project includes the demolition of an existing pedestrian ramp and repaving of an existing parking lot. Construction of two new residential garages of 470 and 567 square feet are proposed, as well as a new trash and recycling enclosure. Improvements to the public paseo will include a new stair, ramp, and lighting, and new 8'-6" foot high walls to enclose bus/truck parking service to the Granada Theatre. Access to the parking garages, bus/truck parking, and trash/recycling enclosure will be off Paseo De Las Granadas, with no changes to occur to Paseo De Las Granadas. The paseo connecting State Street to Paseo De Las Granadas will be enhanced with a new site wall, landscaping, lighting, and paving to match Paseo De Las Granadas. Lot line adjustments are required for the existing parcels to accommodate the proposed configuration.)

(Concept Review. Comments Only. Project requires Planning Commission review for the proposed lot line adjustment.)

Actual time: 3:50 p.m.

Present: Andrew Salter, Applicant, Towbes Group; Brian Cearnal, Architect, The Cearnal Collective, LLP; and Allison De Busk, Project Planner, City of Santa Barbara

Public comment opened at 4:02 p.m.

Anna Marie Gott stated that the rendering is not shown to scale and does not accurately represent what is existing; she pointed to several problems of the proposed configuration.

Public comment closed at 4:07 p.m.
Commission comment: The HLC would like to attend the Planning Commission's site visit when it occurs.

Motion: Continue to the Planning Commission with comments:
1. The Commission finds the direction of the project compatible with this particular area and El Pueblo Viejo.
2. The differentiation of public and private areas by paving is important and functional, though the gray concrete is not appropriate to El Pueblo Viejo.
3. Correct the perspective of the rendering so it is accurate; it should show the differentiation of the paving and the appropriate wall heights.
4. Keep the bollards.
5. The current design of the garages is supportable, with future study of a possible gable roof.
6. Study the wall lighting.
7. The Commission finds that the Compatibility Analysis Criteria generally have been met (per SBMC 22.22.145.B.) as follows:
   a. The project fully complies with all applicable City Charter and Municipal Code requirements.
   b. The design of the project is compatible with desirable architectural qualities and characteristics that are distinctive of Santa Barbara.
   c. The size, mass, bulk, height, and scale of the project are appropriate to this area.
   d. The design of the project is appropriately sensitive to adjacent Landmarks.
   e. There are no scenic public vistas for this site.
   f. Landscaping should be studied and increased if possible.

Action: Mahan/Drury, 7/0/0. (La Voie absent.) Motion carried.

CONCEPT REVIEW - NEW

5. 209 STATE ST  
(4:00) Assessor's Parcel Number: 033-042-017  
Application Number: MST2018-0010  
Owner: City of Santa Barbara  
Applicant: Teri Green  

(This is a designated City Landmark: Southern Pacific Railroad Station, constructed in 1905. Proposal to install eight prefabricated bike lockers in conjunction with the new commuter train service, commencing in Santa Barbara on April 2, 2018. The bike lockers are to be painted Malaga green and constructed of fiberglass reinforced plastic to resist impact and stains. The bike lockers are to be installed in a semicircle configuration, totaling approximately 109 square feet, atop the existing concrete area adjacent to the handicap parking at the west end of the lot.)

(Concept Review. Action may be taken if sufficient information is provided. Findings for alterations to a City Landmark are required.)

Actual time: 4:47 p.m.

Present: Kent Epperson, SBCAG; and Victor Garza, Parking Superintendent, City of Santa Barbara

EXHIBIT I
Applicable General Plan Policies
Granada Plaza
1220-1222 State Street

Open Space, Parks and Recreation Element (2011)

OP1. Variety and Abundance. Provide ample open space through a variety of types, including nature reserves, parks, beaches, sports fields, trails, urban walkways, plazas, paseos, pocket parks, play areas, gardens, and view points, consistent with standards established for this city.

OP2. Open Space, Park, Recreation and Trails Acquisition and Maintenance Funding. The City shall develop a variety of ways and options to support acquisition and maintenance of public open space, and new development and re-development shall contribute commensurate with the incremental need generated. Access and connectivity between open spaces shall be considered in future acquisition and maintenance funding.

Economy and Fiscal Health Element (2011)

EF9. Infrastructure Improvements. Identify, evaluate and prioritize capital improvements that would assist in business retention or expansion, such as increased public transit, a rail/transit transfer center, city-wide wi-fi, sidewalk improvements, or consolidated customer parking facilities.


EF28. Financing Capital Improvements. The City shall pursue a variety of financing sources for the maintenance and enhancement of capital improvement projects.

Historic Resources Element (2012)

HR2. Ensure respectful and compatible development. Seek to ensure that all development within the City respects rather than detracts from individual historic and archaeological resources as well as the neighborhood and the overall historical character of the city. Assure compatibility of development, respect for the historical context of historical resources, and consideration of sustainable design alternatives where compatible.

Environmental Resources Element (2011)

ER5. Energy Efficiency and Conservation. As part of the City’s strategy for addressing climate change, minimizing pollution of air and water, depleting nonrenewable resources and insulating from volatility of fossil fuel prices, dependence on energy derived from fossil fuels shall be reduced through increased efficiency, conservation, and conversion to renewable energy sources when practicable and financially warranted.

ER20. Storm Water Management Policies. The City’s Storm Water Management Program’s policies, standards and other requirements for low impact development to reduce storm water run-off, volumes, rates, and water pollutants are hereby incorporated into the General Plan Environmental Resources Element.

ER29. Visual Resources Protection. New development or redevelopment shall preserve or enhance important public views and viewpoints for public enjoyment, where such protection would not preclude reasonable development of a property.
ER30. **Enhance Visual Quality.** Not only retain, but improve visual quality of the city wherever practicable.

**Circulation Element (2011)**

C1. **Transportation Infrastructure Enhancement and Preservation.** Assess the current and potential demand for alternative transportation and where warranted increase the availability and attractiveness of alternative transportation by improving related infrastructure and facilities without reducing vehicle access.

**Circulation Element (1997, original 1964)**

2.1 Work to achieve equality of convenience and choice among all modes of transportation.

2.1.2 Expand and enhance the infrastructure for and promote the use of the bicycle as an alternative form of travel to the automobile.

2.1.3 Create an integrated pedestrian system that promotes safe and convenient pedestrian travel throughout the City.

5.1 The City shall create an integrated pedestrian system within and between City neighborhoods, schools, recreational areas, commercial areas and places of interest.

5.1.5 Encourage newly proposed developments to include pedestrian connections to surrounding areas, adjacent transit facilities, or other travel facilities during development review.

5.2 The City shall link pedestrian paths with other alternative modes of transportation.

5.3 Protect and expand existing paseos and acquire new paseos in the Downtown.

5.3.5 Encourage business owners to keep paseos in the rear of commercial buildings free of trash and limit deliveries to hours when the paseos are not heavily traveled.

5.5 The City shall create and foster a pedestrian friendly environment through physical and cultural improvements and amenities.